

## **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**

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and 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**

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
  - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
  - e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
  - f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, FEBRUARY 25, 2019

### 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 MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

CITY COUNCIL CHAMBERS  
CITY HALL

808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

## CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

### ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

**SPEAKING TIME LIMITS:** Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

**CITY COUNCIL AGENDA:** The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at [www.spokanecity.org](http://www.spokanecity.org). Agenda items are available for public review in the Office of the City Clerk during regular business hours.

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@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)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

**ADMINISTRATIVE SESSION****CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- |    |  |                |                              |
|----|--|----------------|------------------------------|
| 1. | Value Blanket with Consolidated Supply (Spokane, WA) for Coiled Pit Setter Meter Boxes—\$255,000 (incl. tax).  | Approve        | OPR 2019-0100<br>BID 4505-19 |
|    | <b>Loren Searl</b>   |                |                              |
| 2. | Loan Agreement & other documents with Dmytro & Marina Sirenkyi and Konstantin & Tatyana Vasilenko (Spokane, WA) for construction of a duplex at 114 W. Cora Ave.—\$175,000 HOME funds (North Hill Neighborhood.) | Approve        | OPR 2019-0101                |
|    | <b>Melora Sharts</b>   |                |                              |
| 3. | Multiple Family Housing Property Tax Exemption Agreements for four new multi-family housing units with:  | Approve<br>All |                              |
|    | a. Mitch Swenson for four new multi-family housing units located at 324 W. 5 <sup>th</sup> Ave., Parcel Number 35191.3808.   |                | OPR 2019-0102                |
|    | b. J. Auld Apts, L.L.C. for four new multi-family housing units located at 2830 E. Francis Ave., Parcel Number 36331.0150.   |                | OPR 2019-0103                |

**Ali Brast**

- |     |   |                |                              |
|-----|---|----------------|------------------------------|
| 4.  | Extension #4 of 4 with Safway Services, L.L.C. (Spokane, WA) for removal and replacement of insulation and cladding at the Waste to Energy Facility from February 1, 2019, to January 31, 2020—additional \$150,000 (incl. tax).<br><b>David Paine</b>  | Approve        | OPR 2015-0091<br>RFP 4082-14 |
| 5.  | Contract Extension with Nalco Company (Spokane, WA) for chemical management and water treatment at the Waste to Energy Facility from April 1, 2019, to March 31, 2020—\$36,000 (incl. tax).<br><b>David Paine</b>   | Approve        | OPR 2017-0256<br>RFP 4302-17 |
| 6.  | Contract Extension with Sulzer Pump Services (Spokane, WA) for preventative maintenance and repairs as-needed to the pumps for the Waste to Energy Facility from March 15, 2019, to March 14, 2020—\$100,000 (incl. tax).<br><b>David Paine</b>   | Approve        | OPR 2015-0814<br>WTE-32      |
| 7.  | Amended Spokane River Centennial Trail Interagency Cooperative Agreement defining the roles and responsibilities for management of the Centennial Trail, with primary changes in the proposed amended agreement involving the addition of the City of Liberty Lake as a participating agency.<br><b>Garrett Jones</b> | Approve        | OPR 2014-0593                |
| 8.  | Value Blanket Order with Camtek for security cameras and video management software for a 3 year term with 2 annual renewals—\$295,000.<br><b>Curtis Harris</b>  | Approve        | OPR 2019-0073                |
| 9.  | Extension #1 of 2 for Quick Copy Work from April 1, 2019, to March 31, 2020 with:   | Approve<br>All |                              |
|     | a. Plese Printing (Spokane, WA)—\$10,000 (incl. tax).   |                | OPR 2016-0329                |
|     | b. Abadan Reprographics (Spokane, WA)—\$80,000 (incl. tax).   |                | OPR 2016-0337                |
|     | c. Garland Printing Company (Spokane, WA)—\$10,000.   |                | OPR 2016-0336                |
| 10. | Extension #1 of 2 for Print and Graphic Work from April 1, 2019, to March 31, 2020 with:<br><b>Eric Finch</b>   | Approve<br>All |                              |
|     | a. Copy-Rite Inc. (Spokane, WA)—\$10,000 (incl. tax).   |                | OPR 2016-0335                |
|     | b. Allied Envelope Company (Spokane, WA)—\$100,000 (incl. tax).<br><b>Eric Finch</b>  |                | OPR 2016-0334                |

- |   |                                    |               |
|---|------------------------------------|---------------|
| 11. Report of the Mayor of pending:   | Approve &<br>Authorize<br>Payments | CPR 2019-0002 |
| <br>a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2019, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. |                                    |               |
| <br>b. Payroll claims of previously approved obligations through_____, 2019: \$_____.   |                                    |               |
| <br>12. City Council Meeting Minutes:_____, 2019.   |                                    |               |
|   | Approve<br>All                     | CPR 2019-0013 |

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## EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

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## 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.

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## LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

## BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

### APPOINTMENTS

### RECOMMENDATION

Historic Landmarks Commission – Two Appointments	Approve	CPR 1981-0122
Spokane Public Library Board of Trustees – One Reappointment	Approve	CPR 1981-0400
CHHS Board – One Appointment, One Reappointment	Approve	CPR 2012-0033

## ADMINISTRATIVE REPORT

### COUNCIL COMMITTEE REPORTS

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

### OPEN FORUM

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

## LEGISLATIVE AGENDA

### NO SPECIAL BUDGET ORDINANCES

### NO EMERGENCY ORDINANCES

### RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2019-0011	(To be considered under Hearings Item H1.)
RES 2019-0010	Resolution approving the Plan Commission's 2019-2020 Work Program. <b>Heather Trautman</b>

- RES 2019-0012 Regarding approval of traffic calming projects from cycle 8 (2018) applications to be paid through the Traffic Calming Measures Fund.  
**Katie Myers**
- RES 2019-0013 A resolution regarding the approval of school safety projects from 2018 applications to be paid through the School Radar Fund.  
**Katie Myers**
- RES 2019-0014 Expresses the City Council's support for the full implementation of the 2016 Civil Justice Reinvestment Plan.  
**Council Member Beggs**
- ORD C35697 Reaffirming that the first floor lobby of City Hall is open to all members of the public; enacting a new section 12.05.050 of the Spokane Municipal Code. (Deferred from January 7, 2019, Current Agenda.)  
**Council Member Burke**
- ORD C35734 Granting a non-exclusive franchise to use the public right of way to provide noncable telecommunication service to the public to ExteNet Systems Inc., subject to certain conditions and duties as further provided (in the ordinance). (First reading held January 14, 2019.)  
**Tim Szamblen**

## NO FIRST READING ORDINANCES

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## NO SPECIAL CONSIDERATIONS

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## HEARINGS

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

### RECOMMENDATION

- |     |   |                            |               |
|-----|---|----------------------------|---------------|
| H1. | a. Hearing regarding the Annual Comprehensive Plan Amendment Work Program for 2019. The City Council adopts this work program each year, formalizing the non-City-initiated proposals to review and including any City-initiated proposals to review vacation of the east 15 feet of North South Riverton, as requested by Michael Kuhn and Douglass Spruance.<br><b>Nathan Gwinn</b> | Adopt<br>Upon Roll<br>Call | RES 2019-0011 |
|-----|---|----------------------------|---------------|

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**Motion to Approve Advance Agenda for February 25, 2019**  
(per Council Rule 2.1.2)

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## **OPEN FORUM (CONTINUED)**

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

**Note:** No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

## **ADJOURNMENT**

The February 25, 2019, Regular Legislative Session of the City Council is adjourned to March 4, 2019.

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## **NOTES**

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

02/25/2019

**Date Rec'd**

2/8/2019

**Clerk's File #**

OPR 2019-0100

**Renews #****Submitting Dept**

WATER &amp; HYDROELECTRIC SERVICES

**Contact Name/Phone**

LOREN SEARL 625-7851

**Contact E-Mail**

LSEARL@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Agenda Item Name**

4100 - COILED PIT SETTER METER BOX VALUE BLANKET

**Cross Ref #****Project #****Bid #**

4505-19

**Requisition #**

VALUE BLANKET

**Agenda Wording**

Value blanket with Consolidated Supply (Spokane, WA) for Coiled Pit Setter Meter Boxes valued at \$255,000.00 including tax.

**Summary (Background)**

Two (2) bids for Coiled Pit Setter Meter Boxes were submitted against Bid #4505-19 opened on January 14, 2019. After extensive evaluation of sample product, award of a one (1) year value blanket is recommended to the low bid; Consolidated Supply. No renewal options were requested on this bid.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ 255,000.00

# 4100-42440-94000-56595-99999

Select \$

#

Select \$

#

Select \$

#

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

KEGLEY, DANIEL

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

SIMMONS, SCOTT M.

**Other**

UEC 2/11/2019

**Finance**

KECK, KATHLEEN

**Distribution List****Legal**

ODLE, MARI

sjohnson@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

tprince@spokanecity.org

**Additional Approvals****Purchasing**

PRINCE, THEA



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

**Agenda Wording**

**Summary (Background)**

these will be forwarded to the Plan Commission for full review, and it will forward individual recommendations to the City Council. The committee recommended that two Applications not be added to the work program, and recommended one Application be deferred until the 2020 amendment early threshold review decision. Two additional Council-sponsored text amendment requests are also included in the proposed work program.

**Fiscal Impact**

Select \$

**Budget Account**

#

Select \$

#

**Distribution List**




## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Purchase of Miscellaneous Waterworks Products
<b>Date:</b>	2/11/2019
<b>Author (email &amp; phone):</b>	Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> , ext. 7851
<b>City Council Sponsor:</b>	---
<b>Executive Sponsor:</b>	---
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases has been included in the Water & Hydroelectric Services department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure, Urban Experience
<b>Deadline:</b>	Products needed to support 2019 construction/repair season.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	These orders support efficient and competitive procurement of the known products required to support this year's construction/repair projects for water service throughout the City of Spokane.
<p><b>Background/History:</b> On Monday, January 14, 2019, sealed bids were opened to provide the Water Warehouse with Miscellaneous Waterworks Products in support of the 2019 service season. Six (6) bids were received itemizing costs across nineteen (19) item categories. Award of this business is recommended across five (5) bid respondents as detailed in the Executive Summary below. These recommendations are in accordance with the low bidder meeting specifications and delivery requirements for each of the nineteen (19) categories.</p> <p>Total Business Awarded: \$914,879.99 including tax</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• <i>Award of items competed on Bid #4505-19 Miscellaneous Waterworks Products is recommended as follows:</i> <ul style="list-style-type: none"> <li>○ <i>Consolidated Supply (Spokane, WA) - \$601,303.46 including tax</i> <ul style="list-style-type: none"> <li>▪ <i>Item 1: Brass</i></li> <li>▪ <i>Item 3: Compression Brass</i></li> <li>▪ <i>Item 6: Megalug Field Lok Gaskets</i></li> <li>▪ <i>Item 7: Copper Pipe</i></li> <li>▪ <i>Item 8: Ductile Iron Pipe</i></li> <li>▪ <i>Item 19: Coiled Pit Setter Meter Box (Value Blanket - \$255,000.00)</i></li> </ul> </li> <li>○ <i>Core &amp; Main (Spokane, WA) - \$59,196.50 including tax</i> <ul style="list-style-type: none"> <li>▪ <i>Item 2: Clamps</i></li> <li>▪ <i>Item 4: Repair Couplings</i></li> <li>▪ <i>Item 10: Service Saddles</i></li> <li>▪ <i>Item 11: Tapping Sleeves</i></li> <li>▪ <i>Item 17: Eye Bolts</i></li> </ul> </li> <li>○ <i>Fastenal Company (Winona, MN) - \$526.59 including tax</i> <ul style="list-style-type: none"> <li>▪ <i>Item 16: All Thread</i></li> </ul> </li> </ul> </li> </ul>	

- *Ferguson Waterworks (Spokane Valley, WA) - \$83,666.11 including tax*
  - *Item 9: HDPE Poly Pipe*
  - *Item 12: Gate Valves*
  - *Item 15: Combination Vacuum Release Valves*
  
- *HD Fowler Company (Spokane, WA) - \$170,187.33 including tax*
  - *Item 5: Ductile Iron Fittings*
  - *Item 13: Butterfly Valves*
  - *Item 14: Butterfly Valves – Domestic*
  - *Item 18: Storz Fittings*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required: ---

Known challenges/barriers: ---

Bid #4505-19		CONSOLIDATED SUPPLY 305 N. Lake Rd. Spokane Valley, WA 99212				CORE & MAIN 1215 N. Bradley Rd. Spokane, WA 99212				FASTENAL 2001 Theurer Blvd Winona, MN 55987				FERGUSON WATERWORKS 7310 E. Indiana Ave. Spokane Valley, WA 99212				HD FOWLER CO. 6625 E. Sharp Spokane, WA 99212				M&L SUPPLY CO. INC. E. 4114 Ferry Ave. Spokane, WA 99202				
		UNIT PRICE		TOTAL		UNIT PRICE		TOTAL		UNIT PRICE		TOTAL		UNIT PRICE		TOTAL		UNIT PRICE		TOTAL		UNIT PRICE		TOTAL		
1		APOLLO				APOLLO				APOLLO				APOLLO				APOLLO				MILWAUKEE				
222		VALVE, BALL 3/4" NPTxNPT	\$	28.750	\$	6,382.50	\$	27.900	\$	6,193.80	\$	36.17	\$	8,029.74	\$	30.00	\$	6,660.00	\$	28.62	\$	6,353.64	\$	18.750	\$	4,162.50
264		VALVE, BALL 1" NPTxNPT	\$	36.220	\$	9,562.08	\$	35.140	\$	9,276.96	\$	45.56	\$	12,027.84	\$	37.00	\$	9,768.00	\$	36.05	\$	9,517.20	\$	26.136	\$	6,899.90
4		VALVE, BALL 1-1/2" NPTxNPT	\$	77.580	\$	310.32	\$	75.250	\$	301.00	\$	97.57	\$	390.28	\$	80.00	\$	320.00	\$	77.22	\$	308.88	\$	54.545	\$	218.18
12		VALVE, BALL 2" NPTxNPT	\$	92.470	\$	1,109.64	\$	89.710	\$	1,076.52	\$	116.33	\$	1,395.96	\$	95.00	\$	1,140.00	\$	92.03	\$	1,104.36	\$	68.693	\$	824.32
20		VALVE, BALL 3/8" NPTxNPT	\$	17.430	\$	348.60	\$	16.910	\$	338.20	\$	21.92	\$	438.40	\$	28.00	\$	560.00	\$	17.34	\$	346.80	\$	11.364	\$	227.28
100		BUSHING, 1"(MIP) X 3/4"(FIP)	\$	8.420	\$	842.00	\$	19.11	\$	1,911.00					\$	4.00	\$	400.00	\$	3.66	\$	366.00				
20		BUSHING, 2" (MIP) X 1" (FIP)	\$	21.050	\$	421.00	\$	20.05	\$	401.00					\$	16.00	\$	320.00	\$	14.84	\$	296.80				
10		BUSHING, 2" (MIP) X 1-1/2" (FIP)	\$	21.050	\$	210.50	\$	23.99	\$	239.90					\$	16.00	\$	160.00	\$	14.80	\$	148.00				
30		CURB STOP, PXP (F) BALL 2"	\$	152.790	\$	4,583.70	\$	170.83	\$	5,124.90					\$	188.00	\$	5,640.00	\$	179.33	\$	5,379.90				
50		PLUG, BRASS TAPERED CC 3/4"	\$	5.840	\$	292.00	\$	8.21	\$	410.50					\$	8.00	\$	400.00	\$	7.84	\$	392.00				
30		PLUG, BRASS TAPERED CC 1"	\$	8.500	\$	255.00	\$	11.94	\$	358.20					\$	12.00	\$	360.00	\$	11.41	\$	342.30				
10		PLUG, BRASS TAPERED CC 2"	\$	24.710	\$	247.10	\$	34.71	\$	347.10					\$	33.00	\$	330.00	\$	33.18	\$	331.80				
30		PLUG, BRASS 3/4" MIP	\$	1.590	\$	47.70	\$	1.64	\$	49.20	\$	2.70	\$	81.00	\$	1.75	\$	52.50	\$	1.72	\$	51.60	\$	1.845	\$	55.35
42		PLUG, BRASS 1" MIP	\$	2.080	\$	87.36	\$	2.16	\$	90.72	\$	3.55	\$	149.10	\$	2.25	\$	94.50	\$	2.27	\$	95.34	\$	2.433	\$	102.19
30		PLUG, BRASS 2" MIP	\$	6.210	\$	186.30	\$	6.43	\$	192.90	\$	10.82	\$	324.60	\$	17.75	\$	532.50	\$	6.80	\$	204.00	\$	7.280	\$	218.40
30		TEE, BRASS 2"x2"x2" FIP	\$	18.570	\$	557.10	\$	19.65	\$	589.50	\$	31.72	\$	951.60	\$	20.00	\$	600.00	\$	20.36	\$	610.80	\$	21.778	\$	653.34
20		ELBOW, BRASS 2" STREET 90	\$	19.600	\$	392.00	\$	20.73	\$	414.60	\$	33.47	\$	669.40	\$	21.00	\$	420.00	\$	21.49	\$	429.80	\$	22.979	\$	459.58
20		ELBOW, BRASS 2" COMMON 90	\$	13.510	\$	270.20	\$	14.19	\$	283.80	\$	22.91	\$	458.20	\$	15.00	\$	300.00	\$	14.70	\$	294.00	\$	15.726	\$	314.52
70		NIPPLE, BRASS 2" X CLOSE	\$	5.380	\$	376.60	\$	6.24	\$	436.80	\$	8.65	\$	605.50	\$	6.00	\$	420.00	\$	6.23	\$	436.10	\$	6.217	\$	435.19
40		NIPPLE, BRASS 2" X 4"	\$	8.770	\$	350.80	\$	10.16	\$	406.40	\$	14.38	\$	575.20	\$	10.00	\$	400.00	\$	10.16	\$	406.40	\$	10.137	\$	405.48
70		NIPPLE, BRASS 2" X 6"	\$	12.950	\$	906.50	\$	15.00	\$	1,050.00	\$	20.82	\$	1,457.40	\$	14.00	\$	980.00	\$	15.00	\$	1,050.00	\$	14.965	\$	1,047.55
		TOTAL ITEM 1	\$		\$	27,739.00	\$		\$	29,493.00	\$		\$	27,554.22	\$		\$	29,857.50	\$		\$	28,465.72	\$		\$	16,023.78
2		CLAMPS		SMITH BLAIR		SMITH BLAIR								ROMAC		ROMAC										
18		CLAMPS, HYDRO REPAIR - CI 6"x12"	\$	117.770	\$	2,119.86	\$	114.64	\$	2,063.52					\$	122.00	\$	2,196.00	\$	123.84	\$	2,229.12				
2		CLAMPS, HYDRO REPAIR TAPPED - CI 6"x12"	\$	143.240	\$	286.48	\$	140.66	\$	281.32					\$	149.00	\$	298.00	\$	150.61	\$	301.22				
1		CLAMPS, HYDRO REPAIR TAPPED - CI 12"x12"	\$	234.88	\$	234.88	\$	206.32	\$	206.32					\$	245.00	\$	245.00	\$	246.98	\$	246.98				
2		CLAMPS, BELL JOINT LEAK REPAIR 18"	\$	1,338.740	\$	2,677.48	\$	705.78	\$	1,411.56					\$	1,385.00	\$	2,770.00	\$	1,407.71	\$	2,815.42				
2		CLAMPS, BELL JOINT LEAK REPAIR 30"	\$	1,780.460	\$	3,560.92	\$	1,646.20	\$	3,292.40					\$	1,844.00	\$	3,688.00	\$	1,854.53	\$	3,709.06				
5		CLAMPS, REDI-CLAMP REPAIR 2" X 6"	\$	19.950	\$	99.75	\$	20.85	\$	104.25					\$	UNSPECIFIED	\$	100.00	\$	20.55	\$	102.75				
		TOTAL ITEM 2	\$		\$	8,979.37	\$		\$	7,359.37	\$		\$	NO BID	\$		\$	9,297.00	\$		\$	9,404.55	\$		\$	NO BID
3		COMPRESSION BRASS FITTINGS		AY MCDONALD		MUELLER								FORD		FORD										
120		COUPLINGS, 3/4" CX-COMP 3 PIECE	\$	11.510	\$	1,381.20	\$	12.67	\$	1,520.40					\$	13.00	\$	1,560.00	\$	13.67	\$	1,640.40				
120		COUPLINGS, 1" CX-COMP 3 PIECE	\$	13.160	\$	1,579.20	\$	13.82	\$	1,658.40					\$	14.85	\$	1,782.00	\$	15.63	\$	1,875.60				
10		COUPLINGS, 2" CX-COMP 3 PIECE	\$	59.460	\$	594.60	\$	65.80	\$	658.00					\$	67.25	\$	672.50	\$	70.62	\$	706.20				
25		COUPLINGS, 3/4" C-COMP X MIP	\$	9.450	\$	236.25	\$	10.38	\$	259.50					\$	10.69	\$	267.25	\$	11.22	\$	280.50				
200		COUPLINGS, 1" C-COMP X MIP	\$	11.090	\$	2,218.00	\$	12.27	\$	2,454.00					\$	12.64	\$	2,528.00	\$	12.91	\$	2,582.00				
4		COUPLINGS, 1-1/2" C-COMP X MIP	\$	30.660	\$	122.64	\$	33.92	\$	135.68					\$	34.65	\$	138.60	\$	36.41	\$	145.64				
48		COUPLINGS, 2" C-COMP X MIP	\$	44.660	\$	2,143.68	\$	49.42	\$	2,372.16					\$	50.50	\$	2,424.00	\$	56.05	\$	2,690.40				
75		COUPLINGS, 3/4" COMP X FIP (NO PIPE STOP)																								





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

02/25/2019

**Date Rec'd**

10/24/2016

**Clerk's File #**

OPR 2019-0101

**Renews #****Submitting Dept**

HOUSING &amp; HUMAN SERVICES

**Contact Name/Phone**

M SHARTS X6840

**Contact E-Mail**

MSHARTS@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Cross Ref #****Project #****Bid #****Requisition #**

CR 20188000

**Agenda Item Name**

1680 SIRENKYI/VASILENKO - WEST CORA DUPLEX

**Agenda Wording**

Loan Agreement & other documents with Dmytro & Marina Sirenkyi and Konstantin & Tatyana Vasilenko (Spokane) for construction of a duplex at 114 W Cora Ave - \$175,000 HOME funds (North Hill neighborhood)

**Summary (Background)**

The City receives HOME grants from HUD for rental housing projects affordable to low-income households. The loan agreement requires that one 3-bedroom unit benefit households at or below 50% of area median income (AMI) and 1 3-bedroom unit benefit households at or below 30% AMI for at least 20 years. A \$37.5k loan will be repaid over 20 years and a \$137.5k loan will be deferred 20 years and is potentially forgivable, if affordability extends another 10 years.

**Fiscal Impact**

Grant related? YES

Public Works? NO

**Budget Account**

Expense \$ 175,000 HOME # 1710 95579 99999 54201 99999

Select \$ #

Select \$ #

Select \$ #

**Approvals****Dept Head**

CORTRIGHT, CARLY

**Division Director**

CORTRIGHT, CARLY

**Finance**

HUGHES, MICHELLE

**Legal**

RICHMAN, JAMES

**For the Mayor**

ORMSBY, MICHAEL

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

UE 11/12/18, 2/11/19

**Other**

CHHS Board 11/7/18

**Distribution List**

CHHSaccounting; mdoval, sstopher, cbrown

kkeen, msharts, ptrautman;

marinagray14@gmail.com; 2306115@gmail.com

**Additional Approvals****Purchasing****GRANTS &****CONTRACT MGMT**

STOPHER, SALLY

## PROPOSED BUDGET

### SIRENKYI AND VASILENKO WEST CORA DUPLEX

Purchase Price	33,000	Owner	39,234
Closing/title/recording	790	Bank line of credit	50,000
Construction	177,750		
Construction Contingency	19,700	<b>City HOME funds</b>	<b>175,000</b>
Sales tax	15,994		
Site work/infrastructure	1,200		
Offsite infrastructure	2,800		
Permits/fees/hookups	13,000		
<b>TOTAL</b>	<b>264,234</b>	<b>TOTAL</b>	<b>264,234</b>

Construction of a 2-story duplex with two 3-bedroom units. The proposed duplex will have two 1,438 sf units with 3 bedrooms, 2-1/2 bathrooms, luxury vinyl tile (LVT) flooring in the living room and kitchen with carpet in the bedrooms, granite counter tops, LED lighting, gas in-floor heat, a split system heater/air conditioner, asphalt shingles, concrete back porch, laundry room, garage, and energy-efficient vinyl windows, gas water heater, and appliances.

HOME funds may be used for architectural and engineering and other professional series costs incurred within 24 months before commitment.

An unsecured line of credit was used for the land purchase and is available for project expenses. It may be repaid from operating cash flow.

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood & Business Services Division Community, Housing, & Human Services (CHHS) Department
<b>Subject:</b>	Documents for 2 housing projects and update on other projects
<b>Date:</b>	February 11, 2019
<b>Author (email &amp; phone):</b>	Melora Sharts, <a href="mailto:msharts@spokanecity.org">msharts@spokanecity.org</a> , 509.625.6840
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Kelly Keenan
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	City of Spokane HUD Consolidated Plan City of Spokane Comprehensive Plan
<b>Strategic Initiative:</b>	Safe and Affordable Housing Choice
<b>Deadline:</b>	
<b>Outcome:</b>	Rehabilitation of senior housing project with 125 units and construction of 2 new 3-bedroom housing units.
<b>Background/History:</b> The City of Spokane receives HUD HOME program funds exclusively for affordable housing. The allocation of HOME funds to these projects was affirmed by the CHHS Board on 11/11/18 and discussed with the UE Committee on 11/12/18. Two projects allocated funds need Council approval, are ready to proceed, and are moving toward loan closings within 2 months.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><b>Canterbury Court</b> is a 125-unit apartment building for seniors (62+) owned by St. John's Properties. It was constructed in 1973 under a HUD 236 loan guaranty. 75 units have project-based rent subsidies and 50 units are for households up to 80% AMI.</li> <li>Property is managed by Kiemle &amp; Hagood.</li> <li>Phase 1 of the rehabilitation was funded by a 223(f) HUD-insured loan and included work on all major systems part of the units. The City's \$735,000 HOME loan funds Phase 2, including renovation of some units and common areas. Units are occupied and residents will be temporarily moved within the building as work is done on their units.</li> <li>Under HUD requirements, 75 units will be affordable to households at or below 30% of area median income (AMI) until 2037. The 24 City HOME units will be affordable to households at or below 30% AMI (\$13,700 for a 1-person household) for 20 years. The City loan is fully forgivable.</li> <li>The <b>Cora Duplex</b> will have 2 3-bedroom units and is owned by Dmytro &amp; Marina Sirenkyi and Konstantin &amp; Tatyana Vasilenko. One unit will be affordable to households at or below 30% AMI and one for households at or below 50% AMI.</li> <li>The City's HOME loan of \$175,000. Of this, \$137,500 forgivable and \$37,500 payable. Affordable for 30 years. Units should be available by late 2019.</li> <li>Documentation for both loans is expected to be completed within the next two months. Work can begin thereafter.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: (revenue generating, match requirements, etc.) None.	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Specify changes required: None.  
Known challenges/barriers: None.

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**HOME-FUNDED RENTAL PROJECTS  
PROPOSED AND UNDERWAY**

**Pending (allocations recommended by Community, Housing, & Human Services Board for approval by Council)**

Project name	Owner/Sponsor	Ownership type	City HOME funds	Total cost	Leverage 1 to X	Total no. of units	Unit type & approx sq ft	Cost/ unit	Cost/ sq ft	Tenant income level	AH Committee Allocation	CHHS Board approval
Canterbury Court (Phase 2) 1010 S Rockwood Blvd (Rockwood) Phase 1: \$5.8 million 223(f) insured mortgage. Bus: 2 (.1 mi), 44 (.2 mi)	St. John's Properties	Non-profit	\$735,000	\$735,000	0.0	125	109 1bd/605 sf 15 2bd/796 sf 1 1bd/706 sf mngr	\$5,880	\$9	ELI, VLI-60	10/24/18	11/11/18
Cora Duplex 114 W Cora Ave (North Hill) Bus: 25 (.2 mi), 24 (.6)	Sirenkyi/Vasilenko	For-profit	\$175,000	\$264,234	0.5	2	2 3bd/1437 sf	\$132,117	\$92	ELI, VLI-50	10/24/18	11/11/18
		<b>Total</b>	<b>\$910,000</b>	<b>\$999,234</b>	<b>0.1</b>	<b>127</b>						

**Previously Approved by City Council (Underway)**

Project name	Owner/Sponsor	Ownership type	City HOME funds	Total cost	Leverage 1 to X	Total no. of units	Unit type/ approx sq ft	Cost/ unit	Cost/ sq ft	Tenant income level	Allocation date	Council approval
Jayne Auld Manor 2830 E Francis, 6205-11 N Regal (Hillyard) Bus: 27 (.5 mi)	J Auld Apts LLC/Spokane Housing Ventures	For-profit owner/Non-profit sponsor, LIHTC, bonds	\$320,000	\$9,900,600	29.9	48	2 bd/846 sf 3bd/1098-1231 sf	\$206,263	\$201	ELI, LI-60	11/1/17	2018-0737 11/12/18
Resident Court 1203 W 5th (Downtown) Bus: 42 (0 ft.)	Spokane Neighborhood Action Partners	Non-profit CHDO	\$250,000	\$365,450	0.5	43	25 stu/273-421 sf 11 1bd/480 sf 6 2bd/804-818 sf 1 2bd mngr/818sf	\$8,499	\$13	ELI, VLI-50	n.a.	2018-0347 6/4/18
1808 E 1st 1808 E First (East Central) Bus: 90 (1-2 blocks)	Basalt Rock, LLC/Vasilenko	For profit	\$180,000	\$320,215	0.8	4	3 2bd/1000 sf 1 3bd/1824 sf	\$80,054	\$66	ELI, VLI-50	5/3/16	2016-0821 11/7/16
East First Ave Fourplex 2418 E 1st Ave (East Central) Bus: 90 (2 blocks)	Basalt Rock, LLC/Vasilenko	For-profit	\$245,000	\$312,313	0.3	4	2 2bd/1120 sf 2 3bd/1380 sf	\$78,078	\$62	ELI, VLI-50	10/31/17	2018-0158 11/1/2017
Special Skills Duplex 2418 E 4th (East Central) Buses: 94 (blocks), 90 (5 blocks)	Inland Empire Residential Resources	Non-profit CHDO	\$325,500	\$327,000	0.0	2	1 2bd/1248 sf 1 3bd/1248 sf	\$163,500	\$131	ELI	5/3/16	2016-0488 6/20/16
East 7th Avenue Duplex 2413 E 7th Ave (East Central) Bus: 94 (.3 mi)	Basalt Rock, LLC/Vasilenko	For-profit	\$175,000	\$325,420	0.9	2	2 3bd/1380 sf	\$162,710	\$118	ELI, VLI-50	10/31/17	2018-0157 11/1/2017
Transitions Permanent Supportive Housing N Hemlock (Audubon-Downriver) Buses: 33 (.2 mi), 23 (.3 mi)	Transitions LIHTC LLC/ Transitional Programs for Women	For-profit owner/Non-profit sponsor, LIHTC	\$650,000	\$6,702,068	9.3	24	5 stu/416 sf 4 1bd/540 sf 12 2bd/650 sf 3 3bd/950 sf	\$279,253	\$376	ELI, VLI-50	10/13/15	2017-0492 7/24/17
		<b>Total</b>	<b>\$2,145,500</b>	<b>\$18,253,066</b>	<b>7.5</b>	<b>127</b>						

Income levels relate to Spokane area median income (AMI):

Extremely low-income (ELI)  
Very low-income (VLI-50)  
Low-income (LI-60)  
Low-income (LI-80)

Household income at or below 30% AMI.  
Household income at or below 50% AMI.  
Household income at or below 60% AMI.  
Household income at or below 80% AMI.

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OPR #2019-\_\_\_\_\_

**CITY OF SPOKANE  
SIRENKYI AND VASILENKO**

**WEST CORA DUPLEX**

**HOME PROGRAM LOAN AGREEMENT**

This HOME Program Loan Agreement (the "Loan Agreement") is made effective this \_\_\_\_ day of \_\_\_\_\_ 2019 ("Effective Date"), by and between the **City of Spokane**, Washington, a Washington municipal corporation (the "City"), whose address is City of Spokane, c/o Community, Housing, and Human Services Department (the "Department"), 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, and **Dmytro and Marina Sirenkyi**, husband and wife, and **Konstantin Y. and Tatyana A. Vasilenko**, husband and wife (collectively, the "Borrower"), whose address is 14 East Mission Avenue, #3, Spokane, WA 99202. Borrower and City are together referenced as the "Parties". This Loan Agreement is part of a transaction further reflected in two Promissory Notes ("Note 1" and "Note 2", or, collectively, the "Notes") and a HOME Program Loan Covenant Agreement ("Covenant Agreement"). The City's disbursements under the Loan Agreement are further secured by a Deed of Trust of even date herewith ("Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents." The capitalized terms in said documents shall have the same meaning in this Loan Agreement unless the context clearly suggests otherwise. In the event of conflict in the terms of any of these documents, the terms most favorable to the City shall apply.

WITNESSETH: The Parties hereby agree to diligently fulfill the following duties and to perform the following services in accordance with all of the conditions, terms, and requirements of this Loan Agreement.

**I. PURPOSE**

- A. The purpose of this Loan Agreement is to expand the supply of decent, safe, sanitary, and affordable housing for very low-income and extremely low-income households pursuant to the HOME Investment Partnerships Program (24 CFR part 92 et seq., CFDA #14.239) ("HOME").
- B. To accomplish the purpose of this Loan Agreement, the City shall provide a portion of the financing for the Borrower's West Cora Duplex project, which includes the construction of 2 units at 114 West Cora Avenue in Spokane, WA 99205 (the "Project"). The legal description of the Project is:

## DRAFT

LOT 18, BLOCK 28, RESURVEY OF BLOCKS I, J, K, M, N, O, P, Q, T, U, V, W, X, Y, WHITING'S SECOND ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "D" OF PLATS, PAGE 34;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

APN: 35064.4811

The Project includes two (2) HOME-assisted, three-bedroom units. Borrower shall provide the City with the address (e.g., street address and apartment number) of each HOME-assisted unit no later than the time of initial occupancy.

- C. The Project is expected to conform to the estimates noted in the Project Budget, attached hereto as "Attachment 1" and incorporated herein. All additional costs over and above the sum noted as compensation for this Loan Agreement shall be borne by the Borrower.

## II. DURATION OF THE LOAN AGREEMENT

This Loan Agreement shall commence and be effective on the Effective Date and shall terminate on the later of the end of the HOME Affordability Period or full repayment and/or forgiveness of sums due under the Notes. The City and Borrower, upon mutual agreement, shall have the power to extend the term of this Loan Agreement. Any extension shall not increase the overall dollar amount loaned by the City pursuant to this Loan Agreement.

## III. AMOUNT OF LOAN

The City shall loan the Borrower a sum not to exceed **ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00)** from HOME funds, to be disbursed as provided herein, subject to the terms and conditions of this Loan Agreement and Related Documents.

## IV. PRICING

This loan is subject to interest on the outstanding principal balance loaned at the rate of three percent (3%) per annum, such interest commencing on the time of disbursement(s) and compounding monthly during the loan term. Payments shall be made pursuant to the Notes and Section XV herein below. If rents for any HOME-assisted in the Project are increased above the level of the Affordability Requirements defined in this Loan Agreement or any other provisions, covenants, terms, conditions or restrictions of this Loan Agreement are not adhered to, then the rate on the outstanding balance shall be increased to the prevailing prime lending rate as published in The Wall Street Journal, plus three percent (3%) for the remaining term of the loan, compounded monthly, and may be subject to accelerated repayment pursuant to XV.B. herein below.

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## V. SECURITY/SUPPORT

- A. Borrower shall assure and maintain the City's security position on the underlying real estate as evidenced by the Deed of Trust, which will be superior to other financial liens. The sum of all loans against the Project, including the City's, cannot exceed ninety percent (90%) of the lesser of appraised value or estimated value upon completion, or cost.
- B. The Affordability Requirement outlined in this Loan Agreement shall be recorded as a **covenant running with the Project**, and shall apply without regard to the term of any loan or mortgage or transfer of ownership.
- C. Borrower shall keep in force, continuously, insurance covering the Project and property legally described above, listing the City of Spokane as policy beneficiary, pursuant to Section IX of this Loan Agreement.

## VI. FUNDING DISBURSEMENTS

- A. The timing and disbursement of HOME funds shall be determined by the City in its sole discretion, consistent with the provisions of this Loan Agreement. Without limiting the forgoing, funding disbursements are subject to the following conditions:
  - 1. City HOME funds shall be disbursed only after completion of all requirements imposed by the United States Department of Housing and Urban Development ("HUD"), as determined by the City in its sole discretion, and upon completion of an environmental review by the City.
  - 2. All funds lent under this Agreement must be utilized by March 31, 2020.
  - 3. Borrower may not request disbursement of funds until needed for payment of eligible project costs, as defined by 24 CFR §92.206 and as further defined in the Program Description of the City's Multifamily Housing Program, and the amount of each request must be limited to the amount needed. Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups may be reimbursed if they were incurred not more than 24 months before the date of this Loan Agreement. In case of a dispute between the Parties regarding when the funds shall be disbursed, the determination of the Director of the Department of Community, Housing, and Human Services of the City of Spokane ("Director") shall govern.
- B. Notwithstanding any other provision of this Loan Agreement, except as approved by the City, prior to the drawdown or disbursement of any City HOME

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funds hereunder, the Borrower shall provide documentation, in a form reasonably acceptable to the City, that the following actions have been taken to the City's satisfaction:

1. Recording of the Covenant Agreement and Deed of Trust.
  2. The Borrower has in place all applicable construction, land use, environmental, zoning permits and/or other federal, state and local governmental approvals as necessary for undertaking the activity for which the specific draw request is to be used.
  3. For projects including acquisition of land and/or buildings, an appropriate assessment of fair market value must be reviewed and approved by the City.
  4. Notwithstanding any provision in this Loan Agreement, the Borrower and the City hereto agree and acknowledge that Borrower shall not be entitled to any drawdown or disbursement of funds until satisfactory completion of environmental review and receipt by the City of a release of funds from the U.S. Department of Housing and Urban Development ("HUD") under 24 CFR Part 58. The Borrower and the City further agree that the provision of any funds to the Project shall be conditioned upon the City's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review. The Borrower shall not spend any funds on physical or choice-limiting actions, including property acquisitions, demolition, movement, rehabilitation, conversion, repair, or construction prior to the environmental clearance as described herein. Violation of this provision may result in the denial of any funds under this Loan Agreement. The Borrower shall perform all the required mitigation measures referenced in the environmental review record completed by the City.
  5. As applicable, the Borrower shall demonstrate, to the City's satisfaction, full compliance with the minimum wage requirements set forth in Section XVIII herein below.
- C. Notwithstanding the foregoing, a retainage of ten percent (10%) of the total amount allocated under this Loan Agreement shall be held by the City until all permits have been received, final inspections are complete, a final Certificate of Occupancy is issued, the Borrower accepts the work, federal requirements are fully satisfied, and all other obligations under this Loan Agreement or related agreements are carried out to the satisfaction of the Director.

## VII. INCOME DETERMINATIONS

- A. For purposes of this Loan Agreement, tenant "annual income" is defined pursuant to 24 CFR §92.203, and includes income from all persons in the household, less income adjustments pursuant to 24 CFR §5.611. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR §5.612.

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- B. Initial tenant annual income determinations shall be made by the Borrower pursuant to 24 CFR §92.203. Subsequent tenant income determinations shall be made by the Borrower pursuant to 24 CFR §92.203 and 24 CFR §92.252(h).
- C. Rent increases and annual income recertifications shall be governed by the terms outlined in the Affordability Requirements.

## VIII. AFFORDABILITY REQUIREMENTS

- A. HOME Affordability Period. The HOME Affordability Period, established pursuant to 24 CFR §92.252, is twenty (20) years, beginning after Project Completion, as determined by the Director. "Project Completion" means that all necessary title transfer requirements and construction work have been performed; the Project complies with the requirements of 24 CFR §92, including the property standards under 24 CFR §92.251; the final drawdown of HOME funds has been disbursed for the Project; and the project completion information has been entered in the disbursement and information system established by HUD, except that with respect to rental housing project completion, for the purposes of §92.502(d), project completion occurs upon completion of construction and before occupancy. Repayment of the loan during the HOME Affordability Period will not extinguish the requirements of the Related Documents.
- B. City Affordability Period. The City Affordability Period is thirty (30) years, beginning after Project Completion, as determined by the Director. The HOME Affordability Period and City Affordability Period shall run concurrently. Collectively, the two periods are hereinafter referred to as the "Affordability Period." Upon expiration of the HOME Affordability Period, the City Affordability Period shall continue, but HUD will no longer monitor compliance with Affordability Requirements, unless the City Affordability Period is coterminous with the HOME Affordability Period. The requirements of the Affordability Period and other conditions of the Related Documents shall apply, as long as there are funds owing under the Notes.
- C. Rent Limit. During the Affordability Period, rents on one (1) of the HOME-assisted units shall not exceed thirty percent (30%) of the adjusted income of a family whose annual income equals fifty percent (50%) of Spokane area median income ("AMI"), as defined by HUD and adjusted for family size, unit size by number of bedrooms, tenant-paid utilities and tenant-supplied appliances. In addition, rents on one (1) of the HOME-assisted units shall not exceed thirty percent (30%) of the adjusted income of a family whose annual income equals thirty percent (30%) of AMI, as defined by HUD and adjusted for family size, unit size by number of bedrooms, tenant-paid utilities and tenant-supplied appliances. Both units will have three bedrooms.

However, any HOME-assisted unit receiving federal or state project-based rental subsidy, where the tenant pays not more than thirty percent (30%) of the household's adjusted income as a contribution toward rent, shall be limited to

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the maximum rent allowed under the federal or state project-based rental assistance program.

Should the HUD rents decline below the initial project rents, the Borrower's rents do not need to be reduced below the initial rents. A table of initial HOME rents for the Project is attached to this Loan Agreement as Attachment 2.

The adjustment for tenant-paid utilities and tenant-supplied appliances is subject to 24 CFR §92.252. HUD requirements include that the adjustment for tenant-paid utilities and tenant-supplied appliances be based on the HUD Utility Schedule Model, twelve (12) months of documented actual utility costs as acceptable to the City's Community, Housing, & Human Services Department, or other methods as determined by HUD. Currently, the HUD Utility Schedule Model can be found at: <http://huduser.org/portal/resources/utimodel.html>.

The City will provide Borrower with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum HOME rent limits exclusive of rent paid through project-based subsidies) in accordance with this Loan Agreement and §92.252(f)(2). The Borrower must annually provide the City with information on rents and occupancy of HOME-assisted units to demonstrate compliance with the Affordability Requirements of this Loan Agreement. The City will review rents for compliance and approve or disapprove them every year.

The Borrower must provide tenants of HOME-assisted units written notification of rent increases no less than 30 days prior to the beginning of the month in which the increase is intended to be implemented, subject to the provisions of a tenant's lease agreement, pursuant to §92.252(f)(3).

- D. LIHTC Rent Clause. For tenants of low-income tax credit assisted units (if low-income housing tax credits are awarded to the Project or portions of the Project), any increases in rent associated with tenant income shall be governed solely by section 42 of the Internal Revenue Code of 1986, as amended from time to time.
- E. Upon completion of the HOME Affordability Period, if the maximum rent and income limits are exceeded, the loan will be subject to repayment at the higher interest rate as provided for in Paragraph 2 of the Promissory Notes.
- F. Income Limit. At initial occupancy, tenants of one (1) HOME-assisted unit shall have an income not greater than fifty percent (50%) of AMI. In addition, tenants of one (1) HOME-assisted unit shall have incomes not greater than thirty percent (30%) of AMI at initial occupancy. If any of these tenants' incomes increases to a level exceeding fifty percent (50%) of AMI, then the next available HOME-assisted unit shall be made available to families at or below thirty percent (30%) of AMI. If the income of a tenant of a HOME-assisted unit increases and exceeds eighty percent (80%) of AMI, then the tenant's rent shall

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increase to the lesser of thirty percent (30%) of the tenant's adjusted monthly income or Fair Market Rent, subject to paragraph VIII.D hereof.

- G. Income Certifications. All tenants' incomes shall be recertified annually by the Borrower. Any applicable rent increases will be effective upon the next lease renewal, and are subject to thirty (30) days' written notice.
- H. Additional Affordability Requirements. The Project must comply with the affordable housing requirements of 24 CFR §92.252.
- I. Relocation. Tenants in occupancy prior to the Project are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended ("URA"), 42 USC 4601 et seq. and the regulations promulgated thereunder. All relocation payments and expenses shall be borne by the Borrower.
- J. Protection of Affordability Requirements – City Purchase Option. The Affordability Requirements may terminate upon foreclosure or transfer in lieu of foreclosure at the sole election of the Director. In the event of a pending or threatened foreclosure, once applicable notice and cure periods have expired, the City is hereby granted an option and a right of first refusal to purchase the Project before foreclosure or deed in lieu of foreclosure to preserve affordability. The City may exercise its right to purchase the Project in any reasonable manner following the City's receipt of written notice of pending or threatened foreclosure proceedings and/or a possible deed in lieu of foreclosure, which notice Borrower hereby agrees to provide to City. The purchase price shall be the assessed value of the Project at the time of the City's exercise of its purchase rights, less any financial obligations assumed by the City at the time of the City's acquisition of the Project. The City further reserves the right to revive any affordability restrictions according to the original terms of this Loan Agreement if, during the HOME Affordability Period (as defined herein), the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Project or property.

## IX. INSURANCE

The Borrower shall keep the Project and all improvements now existing or hereafter erected thereon continuously insured as required in the Deed of Trust, the Notes and the Covenant Agreement and this Loan Agreement, naming the City as mortgagee and/or loss payee. The insurance requirements apply during the Affordability Period or during any such time as there are outstanding sums due under the Notes, whichever is longer.



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### X. PROPERTY STANDARDS

- A. All HOME-assisted housing under this Loan Agreement shall meet the requirements of 24 CFR §92.251, which includes all applicable Federal, State and local code requirements and housing quality standards, rehabilitation standards, ordinances and zoning ordinances at the time of Project completion and for the duration of the Affordability Period. Where relevant, the housing must be constructed to mitigate the impact of potential disasters (e.g., earthquakes, hurricanes, flooding, and wildfires), in accordance with applicable State and local codes, ordinances, or other State and local requirements, or such other requirements as HUD may establish.
- B. Any accessible HOME-assisted housing units under this Loan Agreement shall, for the duration of the Affordability Period, meet the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619). The foregoing shall not be interpreted as limiting Borrower's obligation to comply with accessibility requirements applicable to the Project as whole.
- C. The Borrower shall comply with the provisions of 24 CFR §92.251.

### XI. ADDITIONAL MISCELLANEOUS COVENANTS

Borrower shall:

- A. Comply with the Affordability Requirements described in this Loan Agreement and Related Documents.
- B. Maintain all required insurance, including without limitation the insurance required by the Deed of Trust.
- C. Maintain Project financial reports, Project financial records, and provide all other information and documentation that the City may reasonably request.
- D. Make prompt payment of all taxes and financial liabilities.
- E. Not hypothecate or encumber Project assets in any way, except to the extent provided for under this Loan Agreement or as approved of by the Director in writing. The Director may withhold such approval at his/her reasonable discretion.

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- F. Promptly provide (i) rent and tenant income information at initial tenant occupancy and (ii) rent, occupancy, and tenant income information annually throughout the term of this Loan Agreement, in accordance with this Loan Agreement, or as otherwise requested by the City. If the Project has floating HOME units, the Borrower must provide the City with information regarding the unit substitution and filling vacancies so that the Project remains in compliance with HOME rental occupancy requirements.
- G. Promptly provide, upon request by the City, such documentation as is necessary (including financial statements) to enable the City to determine the financial condition and continued financial viability of the Project.
- H. During the Affordability Period, prohibit occupancy of any HOME-assisted unit by Borrower (or officer, employee, agent, elected or appointed official, or consultant of the Borrower, or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of Borrower) whether private, for-profit or nonprofit, (including a community housing development organization ("CHDO") when acting as an owner, developer or sponsor).
- I. Comply with all applicable federal, state, and local regulations and requirements, including, but not limited to Uniform Administrative Requirements, Federal Labor Standards, Davis-Bacon and Related Acts, Uniform Relocation Act requirements applicable as of the date of the execution of this Loan Agreement, and the provisions of the Lead-Based Paint Poisoning Prevention Act. The City's costs to administer Davis-Bacon Federal Labor Standards, and Related Acts shall be borne by the Borrower. When Washington State prevailing wages apply, the Borrower shall comply with all State requirements under RCW 39.12 to the satisfaction of the State of Washington. When applicable, the higher of Washington State prevailing wages or Davis-Bacon wages shall apply.
- J. Comply with all HOME program project requirements pursuant to 24 CFR part 92 et seq.
- K. Maintain housing in compliance with the property standards of 24 CFR §92.251 and local code requirements throughout the term of this Loan Agreement.
- L. Upon Project completion, the Project shall obtain a final Certificate of Occupancy for new units, meet all licensing requirements needed to operate the facility as proposed by Borrower in its various funding applications, and meet the property standards of 24 CFR §92.251, minimum rehabilitation standards, and all applicable federal, state and local codes and ordinances. New construction projects must also meet HUD, state, and local requirements relating to accessibility and disaster mitigation.
- M. Cause each of the two (2) HOME-assisted units to be occupied by income-eligible households within eighteen (18) months after the Project is completed.

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If any HOME-assisted units are not occupied by eligible tenants within 6 months following the date of Project Completion, Borrower shall submit to the City current marketing information and, if the City requests it, an enhanced marketing plan for leasing the unoccupied units as quickly as possible, which information the City will provide to HUD as required by 24 CFR §92.252. If any HOME-assisted unit has not been rented to eligible tenants within eighteen (18) months after the date of Project Completion, Borrower shall repay the City \$87,500.00/unit for each such unit within thirty (30) days of the City's written request for repayment. This reflects the proportionate per unit share of HOME funds, i.e., \$175,000.00 HOME dollars/2 HOME units.

The Borrower shall cause the Covenant Agreement (which shall contain the foregoing covenants) to be recorded as a covenant running with the land and the Project.

Borrower shall pay at loan closing all costs associated with the negotiation, documentation and closing of the loan, including without limitation title premiums escrow fees, recording fees, appraisal fees and City's attorneys' fees.

## XII. PROJECT TIMETABLE

- A. The Borrower agrees to complete work required in accordance with the timetable set forth in Attachment 3. Timely completion of the work is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and failure to meet deadlines could result in the loss of the Federal funds. By the acceptance and execution of this Loan Agreement, the Borrower agrees that the Project will be completed as expeditiously as possible and make every effort to ensure the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and revocation of HOME funds. Since it is mutually agreed that time is of the essence, the Borrower shall cause appropriate provisions to be included in all contracts or subcontracts relative to the work tasks in Attachment 3. It is intended that such provisions included in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City against the Borrower and its successors and assigns to the project or any part thereof or any interest therein.
- B. In the event the Borrower is unable to meet the above schedule or complete the above services due to delays resulting from Acts of God, untimely review and approval by the City and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by the Borrower, the City shall grant a reasonable extension of time for completion of the work. It shall be the responsibility of the Borrower to notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and delays related to the delay.

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### XIII. DEFAULT

A. The following shall be considered "Events of Default" for purposes of this Loan Agreement:

1. Failure of Borrower to make any principal and interest payment within fifteen (15) days after such payment is due.
2. Failure to perform, observe or comply with the Affordability Requirements, Income Determinations, or any other provisions, related covenants, terms, conditions or restrictions of this Loan Agreement or any agreement relating to the Project (i.e., the occurrence of an event of default under other indebtedness secured by the Project property) or any part thereof, and failure to fully cure the same within the period of time, if any, permitted for cure and, if no period for cure is otherwise provided for, within sixty (60) days of written notice from the City of such failure, requesting the same to be remedied; provided, after a second non-compliance of any provision in a five- (5-) year period, only fourteen (14) days written notice is needed.
3. Failure to perform required maintenance or performance of any act by Borrower which would, in the City's reasonable opinion, adversely affect the value of the Project.
4. Sale, transfer, lease, or other conveyance of the Project or any portion thereof, including assumptions and subordinations, without obtaining the prior written consent of the Director. Except as otherwise permitted under this Loan Agreement, the sale, transfer, lease, or other conveyance of the Project or any portion thereof, including assumptions and subordinations, without obtaining the prior written consent of the Director.
5. Filing a voluntary or involuntary petition not dismissed within ninety (90) days after filing under the United States Bankruptcy Code by or against the Borrower.
6. Any representation, warranty, or disclosure made to the City or any other Project lender which proves to be materially false or misleading as of the date made, whether or not such representation, warranty, or disclosure appears in this Loan Agreement.
7. Failure to maintain and keep in force adequate amounts of insurance as is usual in the business carried on by the Borrower, or as required herein.
8. Without limiting any of the foregoing, Borrower's failure to comply with the minimum wage requirements set forth in Section XVIII of this Loan Agreement.

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### XIV. REMEDIES

- A. Upon the occurrence of an event of default not timely cured after notice, the City may, in addition to any other remedies which the City may have hereunder or under this Loan Agreement or by law or equity, at its option and upon written notice to the Borrower, take any or all of the following actions:
1. Immediately terminate any further advance of loan funds.
  2. Declare the debt incurred hereunder and under the Related Documents immediately due and payable and commence collection proceedings against the Borrower.
  3. Seek judicial appointment of a receiver.
  4. Foreclose under the security documents or instruments, judicially or non-judicially.
  5. File suit against the Borrower.
  6. Seek specific performance or injunctive relief to enforce performance of the undertakings, duties, and agreements provided in this Loan Agreement or any related security document or instrument, whether or not a remedy at law exists or is adequate.
- B. All remedies of the City provided for herein are cumulative and shall be in addition to all other rights and remedies provided by law or in equity or by this Loan Agreement. The exercise of any right or remedy by the City shall not in any way constitute a cure or waiver of default under this Loan Agreement or any other related Project agreement, or invalidate any act done pursuant to any notice of default, or prejudice the City in the exercise of any of its rights unless, in the exercise of such rights, the City realizes all amounts owed to it by the Borrower.
- C. A failure to declare or a delay in declaring a default shall not constitute a waiver of any rights or remedies or excuse any failure by the Borrower to strictly comply with its obligations under this Loan Agreement or any other related Project agreement or document.

### XV. REPAYMENT

- A. Payments of principal and interest for Note 1 shall be deferred for 12 months and payment of principal and interest for Note 2 shall be deferred during the HOME Affordability Period, so long as Borrower and the Project are in compliance with the Affordability Requirements per the terms of the Loan Agreement and Covenant Agreement together with all other provisions of the Notes and Related Documents.

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- B. Following the HOME Affordability Period, and during the remaining City Affordability Period, the amounts due under Note 2 may be eligible for debt forgiveness. In exchange for complying with the Affordability Requirements during that period of the City Affordability that extends beyond the HOME Affordability Period (the "Forgiveness Period"), the principal and interest of Note 2 may be forgiven for each year of the Forgiveness Period, until it is fully forgiven or paid at the end of the Affordability Period. If, at the end of each year during Forgiveness Period, the Borrower has complied, for that year, with the Affordability Requirements of this Loan Agreement and the Covenant Agreement and is in compliance with all other provisions of this Loan Agreement and Related Documents, then the loan payments for Note 2 shall be forgiven for that year; provided, no payments shall be forgiven for affordability periods of less than one (1) year. The amount of the annual loan forgiveness shall be the sum of twelve monthly payments; the monthly payments will be in an amount sufficient to amortize the principal and interest over the remaining term of the Affordability Period. During the Affordability Period, Borrower shall notify the City in writing if, for any reason, the Project will not comply with the Affordability Requirements, at which time any and all outstanding balance would become immediately due and payable in full.
- C. If Borrower elects not to comply with the Affordability Requirements beyond the end of the HOME Affordability Period, repayment of principal and interest under Note 2 shall be made monthly in an amount sufficient to amortize the loan over the remaining term of the Affordability Period.
- D. Repayment of Note 1 or Note 2 during the HOME Affordability Period described in Paragraph VIII.A of this Loan Agreement shall not extinguish the Affordability Requirements.
- E. Payment of principal, interest, and fees relating to the Notes shall be made in lawful money of the United States of America in immediately available funds to the City of Spokane, at the Community, Housing, and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, or at such other place as the City may designate to Borrower in writing.

## XVI. NONDISCRIMINATION/RENT SUBSIDY

Neither the Borrower nor any of its agents shall refuse to lease HOME-assisted units to a certificate or voucher holder under 24 CFR part 982 – Section 8 Tenant-Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or to the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document.

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### XVII. FAITH-BASED ACTIVITIES AND ORGANIZATIONS

- A. Borrower, in providing services supported in whole or in part with HOME program funds, shall not discriminate against current or prospective program beneficiaries (i.e., tenants) on the basis of religion, a religious belief, or a refusal to attend or participate in a religious practice.
- B. If Borrower engages in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, Borrower must perform such activities and offer such services outside of and separately in time or location, from the activities or programs financed under this Loan Agreement, and participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the HUD-funded programs or services (i.e., tenants).
- C. Whether or not Borrower is a faith-based organization, it may use the loan proceeds provided under this Loan Agreement as provided under relevant regulations and this Loan Agreement without impairing its independence, autonomy, expression of religious beliefs, or religious character. Borrower will retain its independence from Federal, State, and local government, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct HOME funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship, religious instruction, or proselytization, or any manner prohibited by law. Borrower may use space in their facilities to provide program-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, Borrower retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- D. The loan proceeds provided to Borrower pursuant to this Loan Agreement may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are or will be used for explicitly religious activities. Subject to other limitations in this Loan Agreement, loan proceeds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under HOME regulations. When a structure is or will be used for both eligible and explicitly religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to the HOME program. Sanctuaries, chapels, or other rooms that Borrower uses as its principal place of worship, however, are ineligible for HOME-funded improvements. Disposition of real property after the term of the loan or grant, or any change in use of the property during the term of the loan or grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

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- E. This limitations in this Section XVII shall apply regardless whether the loan proceeds under this Loan Agreement includes local funds that the City has voluntarily contributed to supplement federally funded activities.

### XVIII. COMPLIANCE WITH LAWS

- A. The Borrower shall comply with all HOME Program requirements as outlined in 24 CFR part 92 et seq., as may be amended from time to time.
- B. The Borrower shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601 et seq.), E.O. 11063 (3 CFR, 1959-1963 Comp., p. 652), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and HUD regulations issued pursuant thereto.
- C. The Borrower shall comply with the nondiscrimination and equal opportunity, disclosure requirements, debarred, suspended or ineligible contractors, and drug-free workplace, per 24 CFR §92.350.
- D. The Borrower shall comply with the affirmative marketing and minority outreach program of 24 CFR §92.351, and shall further comply with the tenant selection requirements set forth in 24 CFR 92.253(d).
- E. The Borrower shall comply with the National Environmental Policy Act of 1969, as outlined in 24 CFR 92.352 and Borrower agrees to implement City-identified conditions on safeguards to protect and enhance environmental quality or minimize adverse environmental impacts.
- F. Minimum Wages.
1. Federal Labor Standards/Davis-Bacon Act [☐] Applicable [☒] Not Applicable. If the "Applicable" box is checked, the following provisions apply:
- a. The Borrower shall pay prevailing wages, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of the Project; provided, in the event the Project is subject to state minimum wage requirements, and if the state minimum wage rate exceeds the Department of Labor rate, the conflict will be resolved by applying the higher rate
  - b. All contracts relating to the Project shall contain a provision requiring the payment of such wages, as predetermined by the Secretary of Labor under the Davis-Bacon Act, 40 USC 276(a) under wage decision [DECISION #], modification [MODIFICATION #], dated \_\_\_\_\_.
  - c. The Borrower shall pay overtime, as applicable, pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).



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- d. The Borrower shall comply with all regulations issued under the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act, all Federal laws and regulations pertaining to labor standards, Federal Labor Standards, HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), and 24 CFR §92.354, as applicable.
  - e. The Borrower shall provide contracts with the prime contractor and major subcontractors as soon as these contracts are available and the contracts shall evidence compliance with Federal Labor Standards.
  - f. These prevailing wage requirements do not apply to volunteers or sweat equity pursuant to 24 CFR §92.354(a) and (b).
  - g. Borrower shall reimburse the City for all costs incurred by the City in administering Borrower's compliance with applicable Davis-Bacon, Federal Labor Standards, and Related Acts.
- 2. Labor Standards. If applicable, the Federal Labor Standards Provisions (HUD 4010) are attached as Attachment n.a.
- 3. State Minimum Wage. When Washington State prevailing wages apply, the Borrower shall comply with all State requirements under RCW 39.12 to the satisfaction of the State of Washington. When applicable, the higher of Washington State prevailing wages or Davis-Bacon wages shall apply. When Washington State prevailing wages apply, the contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the contractor's registration number; and (2) the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under chapter 60.28 RCW, the contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.
- G. Conflict of Interest. The Borrower shall comply with the conflict of interest provisions prescribed in 24 CFR §92.356(f). During the Affordability Period, Borrower shall prohibit occupancy of any HOME-assisted unit by Borrower (or officer, employee, agent, elected or appointed official, or consultant of the Borrower, or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the Borrower), whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor).
- H. The Borrower shall comply with the equal employment opportunities for low- and very low-income persons pursuant to 24 CFR part 135.

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- I. The Borrower shall comply with the Fair Housing Act as implemented by 24 CFR parts 100-115, as applicable.

### XIX. TENANT AND PARTICIPANT PROTECTIONS

- A. There must be a written lease between the tenant and the Borrower that complies with 24 CFR 92.253 (Tenant Protections and Selection) and that is for a period of not less than one year, unless by mutual agreement between the tenant and the owner a shorter period is specified.
- B. Leases between the Borrower and a tenant shall not contain any of the following provisions:
  1. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.
  2. Agreement by the tenant that Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the Borrower and tenant. This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. Borrower may dispose of this personal property in accordance with Washington state law.
  3. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.
  4. Agreement by the tenant that the Borrower may institute a lawsuit against a tenant or affecting a tenant's interests without notice to tenant.
  5. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the Borrower and tenant.
  6. Agreement by the tenant to waive any right to a trial by jury.
  7. Agreement by the tenant to waive the tenant's right to appeal, or otherwise challenge in court, a court decision in connection with the lease; and,
  8. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

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9. Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.
- C. Borrower may not terminate the tenancy or refuse to renew the lease of a tenant occupying a HOME-assisted unit except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause does not include an increase in the tenant's income or refusal of the tenant to purchase the housing. To terminate or refuse to renew tenancy, Borrower must serve written notice upon the tenant specifying the grounds for the action at least thirty (30) days before the termination of tenancy.
- D. Borrower shall adopt and follow written tenant selection policies and criteria that:
  1. Limit the HOME-assisted units to very low-income and low-income families;
  2. Are reasonably related to the applicants' ability to perform the obligations of the lease (i.e., to pay the rent, not to damage the housing, not to interfere with the rights and quiet enjoyment of other tenants);
  3. Limit eligibility or give a preference to a particular segment of the population if otherwise permitted in this Loan Agreement (and only if the limitation or preference is described in the City's consolidated plan).
- E. Borrower shall select tenants from a written waiting list in the chronological order of their application, insofar as is practicable, and give prompt written notification to any rejected applicant of the grounds for any rejection.
- F. Borrower shall not charge fees that are not customarily charged in rental housing (e.g., laundry room access fees), except that Borrower may charge: (i) reasonable application fees to prospective tenants; (ii) parking fees to tenants only if such fees are customary for rental projects in the neighborhood; and (iii) fees for services such as bus transportation or meals, as long as such services are voluntary and fees are charged for services provided.

## XX. TENANT PARTICIPATION PLAN

If the Borrower is a Community Housing Development Organization ("CHDO") as defined by 24 CFR 92.2, the Borrower shall adhere to a fair lease and grievance procedure approved by the City and shall provide a plan for and follow a program of tenant participation in management decisions pursuant to 24 CFR §92.303.

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### XXI. UNIFORM ADMINISTRATIVE REQUIREMENTS/PROJECT REQUIREMENTS

- A. The Borrower shall comply with the applicable uniform administrative requirements of 24 CFR §92.505 if the Borrower is organized as a non-profit organization.
- B. The Borrower shall comply with all applicable Project requirements of Subpart F of 24 CFR part 92 et seq.
- C. The Borrower shall maintain all tenant and Project records for the most recent five- (5-) year period until five (5) years after the Affordability Period, terminates. The Borrower shall permit the Department, the HUD, and the Comptroller General of the United States, or their authorized representatives, access to all books, records, and papers of the Borrower pertinent to the Project. The Borrower shall keep and retain records sufficient to document invoices of all expenditures, project beneficiary data, and all other records required to be kept pursuant to 24 CFR §92.508.
- D. The Borrower shall permit the Department, HUD, the Comptroller General of the United States, or their authorized representatives, site visits at all times upon reasonable notice throughout the Affordability Period.

### XXII. TRANSFER/ASSIGNMENT

The Borrower shall not assign, transfer, subordinate or sublet any obligation of this Loan Agreement nor shall it sell or otherwise transfer any property subject to this Loan Agreement without prior written consent of the Director, who may withhold consent at his/her discretion. The provisions of this Loan Agreement shall apply to all persons or entities performing obligations set forth by this Loan Agreement, including approved persons or entities to whom or to which the Borrower assigns, transfers, or sublets services as above. Such approved persons or entities shall be subject to the provisions for faith-based activities and organizations as outlined in this Loan Agreement, as applicable.

### XXIII. HAZARDOUS SUBSTANCES/REPRESENTATIONS AND WARRANTIES

- A. The Borrower shall not cause or permit the presence, use, disposal, storage, or release of any "Hazardous Substances" (as defined below) on or in the Property. The Borrower shall not perform any act, nor allow, cause or permit the performance of any act, affecting the Property when such act constitutes a violation of any federal, state or local Environmental Law, ordinance or rule. As used in this provision, "Environmental Law" means federal laws, state laws and local codes, laws, and/or ordinances of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.
- B. The Borrower shall promptly give the City written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property, and any hazardous substance or

## DRAFT

Environmental Law of which the Borrower has actual knowledge. If the Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, the Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law and shall bear all costs and expenses thereof.

- C. The Borrower hereby represents and warrants that, to the best of the Borrower's knowledge and belief, and after reasonable investigation and inquiry, the Project has never been and is not being used to make, store, handle, treat, dispose of, generate, or transport Hazardous Substances in violation of any applicable law, which Hazardous Substances have not been or will not be abated according to all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated project. To the best of Borrower's knowledge and belief, and after reasonable investigation and inquiry, there has not been a release of Hazardous Substances on, from, or near the Project, which release has not been or will not be abated to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated project. The Borrower has never received any notification, citation, complaint, violation, or notice of any kind from any person relating or pertaining to the making, storing, handling, treating, disposing, generating, transporting, or release of Hazardous Substances, for which there has not been or will not be abatement to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy. Borrower represents and warrants that any asbestos and lead-based paint found within the Project will be abated to levels acceptable under applicable law prior to tenant occupancy of the rehabilitated project. "Hazardous Substances" means (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) "oil, petroleum products and their by-products" as defined under Washington law as amended from time to time, and regulations promulgated thereunder; (iv) any "hazardous substance" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (v) any "asbestos material" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder and/or as defined by 40 C.F.R. Section 61.141, as amended from time to time; (vi) any "radon gas" in excess of levels recommended in U. S. Environmental Protection Agency Guidance Documents, as modified from time to time, or lower levels as provided by any applicable law or regulation now or hereafter in effect; (vii) any "infectious waste" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (viii) any substance the presence of which on any property attributable to the operations of the Borrower is prohibited, restricted or regulated by any law or regulation similar to those laws, regulations and/or documents set forth above, including without limitation, polychlorinated biphenyls ("PCBs") and lead-based paints; and (ix)

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any other substance which by law or regulation requires special handling in its collection, generation, storage, transportation, treatment or disposal.

### XXIV. DEBARMENT AND SUSPENSION

The Borrower shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. Additionally, the Borrower shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the System for Award Management (<https://www.sam.gov>), the City has determined, as of the date of this contract that the Borrower is not excluded from federal procurement and non-procurement programs. The Borrower has provided in Attachment 4 its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

### XXV. ANTI-LOBBYING

Borrower certifies that, to the best of Borrower's knowledge and belief:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Borrower, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this loan;
- B. That if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employee of a Member of Congress in connection with this loan, Borrower shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instruction; and
- C. Borrower shall require that the language of paragraphs A and B of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such subrecipients shall certify and disclose accordingly.

### XXVI. SEVERABILITY

The invalidity of any clause, part or provision of this Loan Agreement shall not affect the validity of the remaining portions thereof.

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### XXVII. NOTICES

All notices given pursuant to this Loan Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the Parties hereto at the addresses set forth below, or to such other place as a Party may from time to time designate in writing:

City of Spokane  
Community, Housing, and Human Services Department  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3339

Dmytro and Marina Sirenkyi  
Konstantin & Tatyana Vasilenko  
14 East Mission Avenue, #3  
Spokane, WA 99202

### XXVIII. INDEMNIFICATION

The Borrower shall protect, defend, indemnify, and hold harmless the City, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Borrower, its officers, employees or agents, in its performance and/or non-performance of its obligations under this Loan Agreement. The Borrower agrees that its obligations under this indemnification shall extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. ***This agreement to indemnify is a separate agreement, shall survive any foreclosure action, attempted transfer or the like, is a legal obligation of the Borrower and action may be brought thereon independently of any other remedy at law or provided for herein.***

### XXIX. TERMINATION

In accordance with 24 CFR §85.43, this Loan Agreement may be suspended or terminated if the Borrower materially fails to comply with any term of this Loan Agreement. This Loan Agreement may be terminated for convenience in accordance with 24 CFR §85.44.

### XXX. EXECUTION IN COUNTERPARTS

This Loan Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR

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FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS LOAN AGREEMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the Effective Date.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dmytro Sirenkyi

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Marina Sirenkyi

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Konstantin Y. Vasilenko

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tatyana A. Vasilenko



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STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me **Dmytro Sirenkyi**, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person and the Grantor, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me **Marina Sirenkyi**, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person and the Grantor, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

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STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me **Konstantin Y. Vasilenko**, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person and the Grantor, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me **Tatyana A. Vasilenko**, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person and the Grantor, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

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**CITY OF SPOKANE**

By: David A. Condon, Mayor

Date: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM:**

By: Terri L. Pfister, City Clerk

By: \_\_\_\_\_  
Assistant City Attorney

Date: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me **David A. Condon** and **Terri L. Pfister**, to me known to be the **Mayor** and **City Clerk**, respectively, of and for the City of Spokane, Washington, 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 the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

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### ATTACHMENT 1 PROPOSED BUDGET

#### SIRENKYI AND VASILENKO WEST CORA DUPLEX

Purchase Price	33,000	Owner	39,234
Closing/title/recording	790	Bank line of credit	50,000
Construction	177,750		
Construction Contingency	19,700	<b>City HOME funds</b>	<b>175,000</b>
Sales tax	15,994		
Site work/infrastructure	1,200		
Offsite infrastructure	2,800		
Permits/fees/hookups	13,000		
<b>TOTAL</b>	<b>264,234</b>	<b>TOTAL</b>	<b>264,234</b>

Construction of a 2-story duplex with two 3-bedroom units. The proposed duplex will have two 1,438 sf units with 3 bedrooms, 2-1/2 bathrooms, luxury vinyl tile (LVT) flooring in the living room and kitchen with carpet in the bedrooms, granite counter tops, LED lighting, gas in-floor heat, a split system heater/air conditioner, asphalt shingles, concrete back porch, laundry room, garage, and energy-efficient vinyl windows, gas water heater, and appliances.

HOME funds may be used for architectural and engineering and other professional series costs incurred within 24 months before commitment.

An unsecured line of credit was used for the land purchase and is available for project expenses. It may be repaid from operating cash flow.

# HOME Rent and Income Limits

SOURCE: HUD

MSA: Spokane, WA

EFFECTIVE: June 1, 2018

2018 HUD MEDIAN INCOME: \$65,200



City of Spokane  
Community, Housing, and  
Human Services Department  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3339  
(509) 625-6325

## 2018 INCOME LIMITS

	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON <sup>▲</sup>
MEDIAN FAMILY INCOME (100% AMI)	45,700	52,200	58,700	65,200	70,500	75,700	80,900	86,100
LOW-INCOME (80% AMI)	36,550	41,750	46,950	52,150	56,350	60,500	64,700	68,850
VERY LOW-INCOME (50% AMI)	22,850	26,100	29,350	32,600	35,250	37,850	40,450	43,050
EXTREMELY LOW-INCOME*(30% AMI)	13,700	15,650	17,600	19,550	21,150	22,700	24,250	25,850

ATTACHMENT 2

## 2018 HOME PROGRAM RENTS

SRO*	EFFICIENCY	1 BEDROOM	2 BEDROOM	3 BEDROOM	4 BEDROOM	5 BEDROOM	6 BEDROOM
FAIR MARKET RENT (FMR)	415	553	652	867	1,240	1,431	1,646
30 OF 50 RENT		♦553	616	740	854	953	1,051
30 OF 30 RENT		342	366	440	508	567	626
							684

AMI – Area Median Income

▲ Calculate AMI for >8-person household by adding 8% for each member over 4-person AMI and round to nearest \$50 (i.e., 9-person is 140% of 4-person AMI)

\*Spokane CHHS does not adopt less restrictive 2014 Appropriations Act poverty guidelines that restricts 30% AMI household access to limited resources.

xHOME rent for an SRO is 75% of the Efficiency Fair Market Rent (FMR).

♦ HOME regulation requires that HOME rent cannot exceed FMR. Therefore, this rent is capped at FMR.



Revised 5/2018

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**ATTACHMENT 3**

**TIMETABLE**

Category	Milestone/Task	Deadline Month Yr/Status
Site control	Close on property.	complete
Financing	Funding documented by all lenders	March 2019
Design/Permits	Approval of zoning, site plan, construction plans.	July 2019
	Building permits issued.	July 2019
Construction	Begin construction.	July 2019
	Complete construction.	January 2020
	Certificate of occupancy issued.	January 2020
Occupancy	Units occupied.	60 days from Certificate of Occupancy

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**ATTACHMENT 4**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Borrower) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the undersigned is unable to certify to any of the statements in this contract, it shall attach an explanation to this contract.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<u>Dmytro &amp; Marina Sirenkyi and Konstantin &amp; Tatyana Vasilenko</u> Name of Borrower (Type or Print)	<u>East Cora Duplex</u> Program Title (Type or Print)
   Name of Certifying Official (Type or Print)	   Signature
   Title of Certifying Official (Type or Print)	   Date (Type or Print)

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**CITY OF SPOKANE  
SIRENKYI AND VASILENKO**

**WEST CORA DUPLEX**

**PROMISSORY NOTE 1**

OPR #2019-\_\_\_\_\_

Borrower: Dmytro and Marina Sirenkyi  
Konstantin and Tatyana Vasilenko  
14 E. Mission Avenue, #3  
Spokane, WA 99202

Lender: City of Spokane  
Community, Housing, and Human Services Department  
808 W. Spokane Falls Blvd., Room 650  
Spokane, WA 99201

Principal: \$37,500.00

Date: \_\_\_\_\_

1. PROMISE TO REPAY: FOR VALUE RECEIVED, the undersigned **Dmytro and Marina Sirenkyi**, husband and wife, and **Konstantin Y. and Tatyana A. Vasilenko**, husband and wife, hereinafter referred to collectively as "Borrower", promise to repay to the order of the **City of Spokane**, a Washington state municipal corporation, or its successors and assigns (hereinafter called "Lender") the maximum principal sum of **THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500.00)** or so much of said sum or sums as may now or hereafter be loaned or disbursed to the Borrower by the Lender, for the purpose of providing a portion of the financing for the Borrower's West Cora Duplex project, located at 114 West Cora Avenue in Spokane, WA 99205 (the "Project"). This Promissory Note 1 (the "Note") is part of a transaction further reflected in Promissory Note 2, a HOME Program Loan Agreement ("Loan Agreement") and HOME Program Loan Covenant Agreement ("Covenant Agreement") of even date herewith. Promissory Note 1 and Promissory Note 2 are collectively referred to as "Notes." Lender's disbursements under the Loan Agreement and the Notes are further secured by a Deed of Trust of even date herewith ("Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents". The capitalized terms in said Related Documents shall have the same meaning in this Note unless the context clearly suggests otherwise. In the event of conflict or ambiguity in the terms of any of these documents, the terms most favorable to Lender shall apply.

2. INTEREST: In addition to repayment of principal sums loaned, Borrower agrees to pay interest, compounded monthly, commencing on the date the money is first



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disbursed under the Loan Agreement, at the rate of three percent (3%) per annum. If rents for any HOME-assisted unit of the Project are raised above the level of the Affordability Requirement defined in the Loan Agreement, or any other provisions, covenants, terms, conditions or restrictions of the Loan Agreement are not adhered to, then the rate on the outstanding balance shall be increased to the prevailing prime lending rate as published in The Wall Street Journal, plus three percent (3%), compounded monthly, for the period of noncompliance, as determined by the Director of Community, Housing, and Human Services for the City of Spokane (the "Director").

3. REPAYMENT; MATURITY:

A. 1-Year Deferral Period: No payments of principal or interest for 12 months from the date of this Note or Project Completion (as defined paragraph VIII.A. of the Loan Agreement), whichever is sooner, and so long as Borrower and the Project are in compliance with the Affordability Requirements per the terms of the Loan Agreement and Covenant Agreement together with all other provisions of this Note and Related Documents.

B. Payment Period: Following the Deferral Period, principal and interest on this Note shall be payable in approximately equal amortized installments on the first day of each month (or the first business day thereafter if the first day of the month is a weekend or a holiday for the City), in the amount required to fully amortize the outstanding principal of and accrued interest on this Note over a period of twenty (20) years commencing at Project Completion (as defined paragraph VIII.A. of the Loan Agreement). This loan term should coincide with the HOME Affordability Period, as defined in the Loan Agreement. During the Affordability Period, Borrower shall notify the City in writing if, for any reason, Borrower and/or the Project will not comply with the Affordability Requirements, at which time any remaining balance would become immediately due and payable in full.

C. Prepayment: The Borrower may pay all or any portion of the outstanding principal of the Note at any time, without penalty. Repayment during the HOME Affordability Period, as described in the Loan Agreement, shall not extinguish the Affordability Requirements.

D. Late Charges: A late charge of thirty dollars (\$30.00) will be added to any payment received after the 10<sup>th</sup> day of the month in which it is due in addition to any other remedy.

E. Application of Payments: Payments received will first be applied to late charges, then to interest, and finally to principal.

F. Place of Payment: Payments of principal, interest, and fees shall be made in lawful money of the United States of America in immediately available funds to the City of Spokane, at the Community, Housing, and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, or at such other place as Lender may designate in writing according to the schedule noted above.

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4. THIS NOTE IS secured by the Deed of Trust of even date herewith, duly filed for record in the County of Spokane, Washington.

5. THIS LOAN IS made for the purpose of financing a portion of the costs of the construction of 2 housing units on the property at 114 West Cora Avenue and legally described in the Deed of Trust and Loan Agreement. As a condition of receiving this loan, Borrower agrees to abide by all of the terms and conditions of this Note, Note 2, the Deed of Trust, the Loan Agreement and associated Covenant Agreement, incorporated herein by reference as if fully set forth.

6. IF THE BORROWER SHALL default in the payment of any amount due under this Note, and such default is not cured within ten (10) days after such payment is due, or if any other Event of Default occurs under Note 2, the Deed of Trust, the Loan Agreement or the Covenant Agreement and such default is not cured within the cure period, if any, applicable thereto, the entire unpaid principal amount of this Note, together with accrued interest, shall immediately become due and payable, at Lender's option, upon notice to the Borrower. Failure of Lender to exercise such option shall not constitute a waiver of default. If Lender exercises its option to declare the entire amount of Borrower's loan immediately due and payable as provided above, Borrower agrees to pay Lender's cost and expenses of collection, including reasonable attorney's fees and court costs. If this Note is reduced to judgment, the judgment shall bear interest at the maximum rate permissible on judgments in the State of Washington.

7. IF THE BORROWER voluntarily sells, transfers, leases or otherwise conveys the Project or any portion thereof, to any person/persons or entity/entities (the "Transferee"), other than by leasing or renting for residential tenant use as contemplated by various provisions of the Loan Agreement, or for any other incidental use (to the extent permissible under all applicable federal and state laws and regulations), an Event of Default shall occur under the terms of this Note and the Related Documents unless the Borrower obtained prior written consent of the Director. The remedies provided for Default may be exercised at the discretion of the Director. An unauthorized transfer also occurs if Borrower grants a junior security interest without obtaining the prior written consent of the Director. Any sale, transfer, leasing or other disposition of the Project in violation of this Section 7 shall not relieve the Borrower of any obligation or obligations under this Note or any Related Document. The Borrower hereby agrees that upon any sale, transfer, lease or other disposition of the Project, the Borrower shall transfer all records, accounts, electronic data or other documents pertaining to the Project, including documents related to Borrower's compliance with this Note and any Related Document, to the Transferee or its designated agent. Failure by the City to exercise any of its rights and remedies under this Note or any Related Documents shall not be construed as a waiver of any kind. The Director's written consent may be conditioned upon the following, at the Director's sole discretion:

(a) reasonable evidence satisfactory to the Director that the Borrower is not then in default under any document related to this transaction beyond any applicable grace period or cure period;

(b) an opinion of counsel for the Transferee, delivered to the City, to the effect that the Transferee (i) has assumed in writing and in full, all duties and obligations of the

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Borrower under this Note, the Loan Agreement and the Covenant Agreement, and (ii) that this Note and the Related Documents constitute the legal, valid and binding obligations of the Transferee;

(c) a showing that written assumption of the Transferee and/or the written agreement of the Transferee complies with all provisions of local, state and federal laws, ordinances and regulations applicable to the Borrower under this Note and Related Documents;

(d) a showing that the Borrower or the Transferee is not in arrears on any payments due and owing to the City or is in default under this Note or any of the Related Documents, beyond any applicable grace period or cure period;

(e) a showing that the Borrower or the Transferee do not have a history of instances of non-compliance with any non-monetary provision of this Note or any of the Related Documents, which were not cured after notice thereof and within the applicable cure period or grace period; and/or,

(f) a showing that the Borrower or the Transferee do not have a documented history of instances of failure to make payments due and owing to the City which are not paid within a reasonable period after notice thereof.

8. THIS NOTE IS not assignable or assumable without the express written consent of the Lender.

9. EACH MAKER AND endorser of this Note hereby waives demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, bringing of suit, and diligence in taking action to collect any amounts called for hereunder and in the handling of properties, rights or collateral at any time existing in connection herewith. Each maker and endorser expressly agrees that this Note or any payment thereunder may be extended from time to time, and consent to the acceptance of further security for this Note, including other types of security, all without in any way affecting the liability of each maker and endorser hereof. The right to plead any statutes of limitation as a defense to any demand on this Note, or any guaranty thereof or to any agreement to pay the same or to any demand secured by the Deed of Trust or other security, securing the Note, or any and all obligations or liabilities arising out of or in connection with said Note or Deed of Trust by any parties hereto is expressly waived by each and every of the makers, endorsers, guarantors or sureties.

10. SEVERABILITY: If any provision, or a part thereof, of this Note is declared by a court of competent jurisdiction to be invalid, the invalid provision or part thereof shall be stricken, with the remainder of the provision and other provisions of this Note surviving with full force and effect.

11. BORROWER RATIFIES and reaffirms all information previously submitted in Borrower's loan application or financial statement, and by signing this Note, Borrower represents and warrants to Lender that the information provided is true and correct and that there has been no adverse change in Borrower's financial condition as disclosed to Lender in Borrower's most recent application or financial statement.

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12. APPLICABLE LAW AND VENUE: This Note has been issued, executed and delivered in the State of Washington and shall be governed by and construed in accordance with the laws of the State of Washington, except to the extent that the laws of the United States of America may prevail. Venue to enforce any provision shall be in the Spokane County Superior Court.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS NOTE ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

PRIOR TO SIGNING THIS NOTE, BORROWER HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO ALL TERMS AND CONDITIONS OF THIS NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE.

IN WITNESS WHEREOF, the Borrower executed this Promissory Note on this \_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Dmytro Sirenkyi

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Marina Sirenkyi

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Konstantin Y. Vasilenko

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tatyana A. Vasilenko

Date: \_\_\_\_\_

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**CITY OF SPOKANE  
SIRENKYI AND VASILENKO**

**WEST CORA DUPLEX**

**PROMISSORY NOTE 2**

OPR #2019-\_\_\_\_\_

Borrower: Dmytro and Marina Sirenkyi  
Konstantin and Tatyana Vasilenko  
14 E. Mission Avenue, #3  
Spokane, WA 99202

Lender: City of Spokane  
Community, Housing, and Human Services Department  
808 W. Spokane Falls Blvd., Room 650  
Spokane, WA 99201

Principal: \$137,500.00

Date: \_\_\_\_\_

1. PROMISE TO REPAY: FOR VALUE RECEIVED, the undersigned Dmytro and Marina Sirenkyi, husband and wife, and Konstantin Y. and Tatyana A. Vasilenko, husband and wife, hereinafter referred to collectively as "Borrower", promise to repay to the order of the City of Spokane, a Washington state municipal corporation, or its successors and assigns (hereinafter called "Lender") the maximum principal sum of **ONE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$137,500.00)** or so much of said sum or sums as may now or hereafter be loaned or disbursed to the Borrower by the Lender, for the purpose of providing a portion of the financing for the Borrower's West Cora Duplex project, located at 114 West Cora Avenue in Spokane, WA 99205 (the "Project"). This Promissory Note 2 (the "Note") is part of a transaction further reflected in Promissory Note 1, a HOME Program Loan Agreement ("Loan Agreement") and HOME Program Loan Covenant Agreement ("Covenant Agreement") of even date herewith. Promissory Note 1 and Promissory Note 2 are collectively referred to as "Notes." Lender's disbursements under the Loan Agreement and the Notes are further secured by a Deed of Trust of even date herewith ("Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents". The capitalized terms in said Related Documents shall have the same meaning in this Note unless the context clearly suggests otherwise. In the event of conflict or ambiguity in the terms of any of these documents, the terms most favorable to Lender shall apply.

2. INTEREST: In addition to repayment of principal sums loaned, Borrower agrees to pay interest, compounded monthly, commencing on the date the money is first

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disbursed under the Loan Agreement, at the rate of three percent (3%) per annum. If rents for any HOME-assisted unit of the Project are raised above the level of the Affordability Requirement defined in the Loan Agreement, or any other provisions, covenants, terms, conditions or restrictions of the Loan Agreement are not adhered to, then the rate on the outstanding balance shall be increased to the prevailing prime lending rate as published in The Wall Street Journal, plus three percent (3%), compounded monthly, for the period of noncompliance, as determined by the Director of Community, Housing and Human Services for the City of Spokane (the "Director").

### 3. REPAYMENT; MATURITY:

A. Deferral Period: Payment of principal and interest shall be deferred during construction and the HOME Affordability Period, as defined in the Loan Agreement and Covenant Agreement, so long as Borrower and the Project are in compliance with the Affordability Requirements per the terms of the Loan Agreement and Covenant Agreement together with all other provisions of this Note and Related Documents.

B. Payment Period: Principal and interest on this Note shall be payable in approximately equal amortized installments on the first day of each month (or the first business day thereafter if the first day of the month is a weekend or a holiday for the City), commencing immediately after the HOME Affordability Period ends, in the amount required to fully amortize the outstanding principal and accrued interest on this Note (including the interest accrued) during the remainder of the City Affordability Period, as defined in the Loan Agreement. During the Affordability Period, Borrower shall notify the City in writing if, for any reason, Borrower and/or the Project will not comply with the Affordability Requirements, at which time any remaining balance would become immediately due and payable in full.

C. Prepayment: The Borrower may pay all or any portion of the outstanding principal of the Note at any time, without penalty. Repayment during the HOME Affordability Period, as described in the Loan Agreement, shall not extinguish the Affordability Requirements.

D. Late Charges: A late charge of thirty dollars (\$30.00) will be added to any payment received after the 10<sup>th</sup> day of the month in which it is due in addition to any other remedy.

E. Application of Payments: Payments received will first be applied to late charges, then to interest, and finally to principal.

F. Place of Payment: Payments of principal, interest, and fees shall be made in lawful money of the United States of America in immediately available funds to the City of Spokane, at the Community, Housing, and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, or at such other place as Lender may designate in writing according to the schedule noted above.

G. Potential Debt Forgiveness: Repayment shall further be subject to provisions and applicable sections of the Loan Agreement, which allows for debt

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forgiveness in exchange compliance with the Affordability Requirements during the Forgiveness Period, as defined in the Loan Agreement, subject to conditions specified in the Loan Agreement.

4. THIS NOTE IS secured by the Deed of Trust of even date herewith, duly filed for record in the County of Spokane, Washington.

5. THIS LOAN IS made for the purpose of financing a portion of the costs of the construction of 2 housing units on the property at 114 West Cora Avenue and legally described in the Deed of Trust and Loan Agreement. As a condition of receiving this loan, Borrower agrees to abide by all of the terms and conditions of this Note, Note 1, the Deed of Trust, the Loan Agreement and associated Covenant Agreement, incorporated herein by reference as if fully set forth.

6. IF THE BORROWER SHALL default in the payment of any amount due under this Note, and such default is not cured within ten (10) days after such payment is due, or if any other Event of Default occurs under Note 1, the Deed of Trust, the Loan Agreement or the Covenant Agreement and such default is not cured within the cure period, if any, applicable thereto, the entire unpaid principal amount of this Note, together with accrued interest, shall immediately become due and payable, at Lender's option, upon notice to the Borrower. Failure of Lender to exercise such option shall not constitute a waiver of default. If Lender exercises its option to declare the entire amount of Borrower's loan immediately due and payable as provided above, Borrower agrees to pay Lender's cost and expenses of collection, including reasonable attorney's fees and court costs. If this Note is reduced to judgment, the judgment shall bear interest at the maximum rate permissible on judgments in the State of Washington.

7. IF THE BORROWER voluntarily sells, transfers, leases or otherwise conveys the Project or any portion thereof, to any person/persons or entity/entities (the "Transferee"), other than by leasing or renting for residential tenant use as contemplated by various provisions of the Loan Agreement, or for any other incidental use (to the extent permissible under all applicable federal and state laws and regulations), an Event of Default shall occur under the terms of this Note and the Related Documents unless the Borrower obtained prior written consent of the Director. The remedies provided for Default may be exercised at the discretion of the Director. An unauthorized transfer also occurs if Borrower grants a junior security interest without obtaining the prior written consent of the Director. Any sale, transfer, leasing or other disposition of the Project in violation of this Section 7 shall not relieve the Borrower of any obligation or obligations under this Note or any Related Document. The Borrower hereby agrees that upon any sale, transfer, lease or other disposition of the Project, the Borrower shall transfer all records, accounts, electronic data or other documents pertaining to the Project, including documents related to Borrower's compliance with this Note and any Related Document, to the Transferee or its designated agent. Failure by the City to exercise any of its rights and remedies under this Note or any Related Documents shall not be construed as a waiver of any kind. The Director's written consent may be conditioned upon the following, at the Director's sole discretion:

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(a) reasonable evidence satisfactory to the Director that the Borrower is not then in default under any document related to this transaction beyond any applicable grace period or cure period;

(b) an opinion of counsel for the Transferee, delivered to the City, to the effect that the Transferee (i) has assumed in writing and in full, all duties and obligations of the Borrower under this Note, the Loan Agreement and the Covenant Agreement, and (ii) that this Note and the Related Documents constitute the legal, valid and binding obligations of the Transferee;

(c) a showing that written assumption of the Transferee and/or the written agreement of the Transferee complies with all provisions of local, state and federal laws, ordinances and regulations applicable to the Borrower under this Note and Related Documents;

(d) a showing that the Borrower or the Transferee is not in arrears on any payments due and owing to the City or is in default under this Note or any of the Related Documents, beyond any applicable grace period or cure period;

(e) a showing that the Borrower or the Transferee do not have a history of instances of non-compliance with any non-monetary provision of this Note or any of the Related Documents, which were not cured after notice thereof and within the applicable cure period or grace period; and/or,

(f) a showing that the Borrower or the Transferee do not have a documented history of instances of failure to make payments due and owing to the City which are not paid within a reasonable period after notice thereof.

8. THIS NOTE IS not assignable or assumable without the express written consent of the Lender.

9. EACH MAKER AND endorser of this Note hereby waives demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, bringing of suit, and diligence in taking action to collect any amounts called for hereunder and in the handling of properties, rights or collateral at any time existing in connection herewith. Each maker and endorser expressly agrees that this Note or any payment thereunder may be extended from time to time, and consent to the acceptance of further security for this Note, including other types of security, all without in any way affecting the liability of each maker and endorser hereof. The right to plead any statutes of limitation as a defense to any demand on this Note, or any guaranty thereof or to any agreement to pay the same or to any demand secured by the Deed of Trust or other security, securing the Note, or any and all obligations or liabilities arising out of or in connection with said Note or Deed of Trust by any parties hereto is expressly waived by each and every of the makers, endorsers, guarantors or sureties.

10. SEVERABILITY: If any provision, or a part thereof, of this Note is declared by a court of competent jurisdiction to be invalid, the invalid provision or part thereof shall be stricken, with the remainder of the provision and other provisions of this Note surviving with full force and effect.

11. BORROWER RATIFIES and reaffirms all information previously submitted in Borrower's loan application or financial statement, and by signing this Note, Borrower



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represents and warrants to Lender that the information provided is true and correct and that there has been no adverse change in Borrower's financial condition as disclosed to Lender in Borrower's most recent application or financial statement.

12. APPLICABLE LAW AND VENUE: This Note has been issued, executed and delivered in the State of Washington and shall be governed by and construed in accordance with the laws of the State of Washington, except to the extent that the laws of the United States of America may prevail. Venue to enforce any provision shall be in the Spokane County Superior Court.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS NOTE ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

PRIOR TO SIGNING THIS NOTE, BORROWER HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO ALL TERMS AND CONDITIONS OF THIS NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE.

IN WITNESS WHEREOF, the Borrower executed this Promissory Note on this \_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Dmytro Sirenkyi

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Marina Sirenkyi

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Konstantin Y. Vasilenko

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tatyana A. Vasilenko

Date: \_\_\_\_\_

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WHEN RECORDED RETURN TO:  
CITY OF SPOKANE  
COMMUNITY, HOUSING, AND HUMAN SERVICES DEPARTMENT  
808 W. SPOKANE FALLS BLVD., ROOM 650  
SPOKANE, WASHINGTON 99201-3339

OPR #2019-\_\_\_\_\_

## **CITY OF SPOKANE SIRENKYI AND VASILENKO**

### **WEST CORA DUPLEX**

### **HOME PROGRAM LOAN COVENANT AGREEMENT**

Grantor: Dmytro and Marina Sirenkyi, husband and wife

Beneficiary: City of Spokane, a Washington state municipal corporation

Assessor's Parcel No.: 35064.4811

#### Legal Description:

LOT 18, BLOCK 28, RESURVEY OF BLOCKS I, J, K, M, N, O, P, Q, T, U, V, W,  
X, Y, WHITING'S SECOND ADD., VOL. "D", P. 34, SPOKANE COUNTY

This HOME Program Loan Covenant Agreement ("Covenant Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **City of Spokane**, Washington, a Washington municipal corporation (the "City"), whose address is City of Spokane, c/o Community, Housing, and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, Washington 99201-3339 and **Dmytro and Marina Sirenkyi**, husband and wife ("Borrower" or "Grantor"), whose address is 14 East Mission Avenue, #3, Spokane, WA 99202.

#### I. STIPULATIONS

1. This Covenant Agreement is a condition of and part of the consideration for the financial assistance provided by the City to the Borrower for the Borrower's West Cora Duplex project, which is the construction of 2 units at 114 West Cora Avenue in Spokane, WA (the "Project"). Both units will be HOME-assisted.

2. This Covenant Agreement is part of a transaction further reflected in two Promissory Notes ("Note 1" and "Note 2", or, collectively, the "Notes") and a HOME

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Program Loan Agreement ("Loan Agreement") of even date herewith. The City's disbursements under the Loan Agreement are further secured by a Deed of Trust ("Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents." The capitalized terms in said agreements shall have the same meaning in this Covenant Agreement unless the context clearly suggests otherwise. In the event of conflict in the terms of any of these documents, the terms most favorable to the City shall apply.

3. The Project is situated in the City and County of Spokane, State of Washington, and is legally described below:

LOT 18, BLOCK 28, RESURVEY OF BLOCKS I, J, K, M, N, O, P, Q, T, U, V, W, X, Y, WHITING'S SECOND ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "D" OF PLATS, PAGE 34;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

APN: 35064.4811

ADDRESS: 114 WEST CORA AVENUE, SPOKANE, WA 99205

4. This Covenant Agreement shall be filed and recorded in the official public land records of Spokane County, Washington, and shall constitute a restriction upon the use of the property and Project described herein, subject to and in accordance with the terms of this Covenant Agreement during the Affordability Period described in Section IV herein below.

5. The covenants contained herein are to be taken and construed as ***covenants running with the land*** and shall pass to and be binding upon the Borrower, its successors in interest, assigns, heirs or lessees of the Project, beginning on the date this Covenant Agreement is executed. Each and every contract, deed or other instrument covering or conveying the property or Project, or any portion thereof, shall be conclusively held to have been executed, delivered and accepted subject to such covenants regardless of whether such covenants are set forth in such contract, deed or other instrument.

NOW, THEREFORE, it is hereby covenanted, that during the Affordability Period described in Section IV herein below, the Borrower agrees to the following covenants running with the land which shall bind the Borrower, its heirs, assigns, lessees and successors in interest through the Affordability Period.

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II. COVENANTS

Borrower shall:

- A. Comply with the Affordability Requirements described in this Covenant Agreement and Related Documents.
- B. Maintain all required insurance, including without limitation the insurance required by the Deed of Trust.
- C. Maintain Project financial reports, Project financial records and provide all other information and documentation that the City may reasonably request.
- D. Make prompt payment of all taxes and financial liabilities.
- E. Not hypothecate or encumber Project assets in any way, except to the extent provided for under the Loan Agreement or as approved of by the Director of Community, Housing, and Human Services of the City of Spokane (the "Director") in writing. The Director may withhold such approval at his/her reasonable discretion.
- F. Promptly provide (i) rent and tenant income information at initial tenant occupancy and (ii) rent, occupancy, and tenant income information annually throughout the term of the Loan Agreement, in accordance with the Loan Agreement, or as otherwise requested by the City. If the Project has floating HOME units, the Borrower must provide the City with information regarding the unit substitution and filling vacancies so that the Project remains in compliance with HOME rental occupancy requirements.
- G. Promptly provide, upon request by the City, such documentation as is necessary (including financial statements) to enable the City to determine the financial condition and continued financial viability of the Project.
- H. During the Affordability Period, prohibit occupancy of any HOME-assisted unit by Borrower (or officer, employee, agent, elected or appointed official, or consultant of the Borrower, or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of Borrower) whether private, for-profit or nonprofit, including a community housing development organization ("CHDO") when acting as an owner, developer or sponsor.
- I. Comply with all applicable federal, state, and local regulations and requirements, including, but not limited to, Uniform Administrative Requirements, Federal Labor Standards, Davis-Bacon and Related Acts, Uniform Relocation Act requirements applicable as of the date of the execution of this Covenant

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Agreement, and the provisions of the Lead-Based Paint Poisoning Prevention Act. City's cost to administer Davis Bacon Federal Labor Standard, and Related Acts shall be borne by the Borrower. When Washington State prevailing wages apply, the Borrower shall comply with all State requirements under RCW 39.12 to the satisfaction of the State of Washington. When applicable, the higher of Washington State prevailing wages or Davis-Bacon wages shall apply.

- J. Comply with all HOME program project requirements pursuant to 24 CFR part 92 et seq.
- K. Maintain housing in compliance with the property standards of 24 CFR §92.251 and local code requirements throughout the term of the Loan Agreement.
- L. Upon Project completion, the Project shall obtain a final Certificate of Occupancy for the units, meet all licensing requirements needed to operate the facility as proposed by Borrower in its various funding applications, and meet the property standards of 24 CFR §92.251, minimum rehabilitation standards, and all applicable federal, state and local codes and ordinances. New construction projects must also meet HUD, state, and local requirements relating to accessibility and disaster mitigation.
- M. Cause each of the two (2) HOME-assisted units to be occupied by income-eligible households within eighteen (18) months after the Project is completed. If any HOME-assisted units are not occupied by eligible tenants within 6 months following the date of Project Completion, Borrower shall submit to the City current marketing information and, if the City requests it, an enhanced marketing plan for leasing the unoccupied units as quickly as possible, which information the City will provide to HUD as required by 24 CFR §92.252. If any HOME-assisted unit has not been rented to eligible tenants within eighteen (18) months after the date of Project Completion, Borrower shall repay the City \$87,500.00/unit for each such unit within thirty (30) days of the City's written request for repayment. This reflects the proportionate per unit share of HOME funds, i.e., \$175,000.00 HOME dollars/2 HOME units.

The Borrower shall cause this Covenant Agreement to be recorded as a covenant running with the land and the Project.

Borrower shall pay at loan closing all costs associated with the negotiation, documentation and closing of the loan, including without limitation title premiums escrow fees, recording fees, appraisal fees and City's attorneys' fees.

### III. INCOME DETERMINATIONS

- A. For purposes of this Covenant Agreement, tenant "annual income" is defined pursuant to 24 CFR §92.203), and includes income from all persons in the

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household, less income adjustments pursuant to 24 CFR §5.611. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR §5.612.

- B. Initial tenant annual income determinations shall be made by the Borrower pursuant to 24 CFR §92.203. Subsequent tenant income determinations shall be made by the Borrower pursuant to 24 CFR §92.203 and 24 CFR §92.252(h).
- C. Rent increases and annual income recertifications shall be governed by the terms outlined in the Affordability Requirements below.

IV. AFFORDABILITY REQUIREMENTS

- A. HOME Affordability Period. The HOME Affordability Period, established pursuant to 24 CFR §92.252, is twenty (20) years, beginning after Project Completion, as determined by the Director. “Project Completion” means that all necessary title transfer requirements and construction work have been performed; the Project complies with the requirements of 24 CFR §92, including the property standards under 24 CFR §92.251; the final drawdown of HOME funds has been disbursed for the Project; and the project completion information has been entered in the disbursement and information system established by HUD, except that with respect to rental housing project completion, for the purposes of §92.502(d), project completion occurs upon completion of construction and before occupancy. Repayment of the loan during the HOME Affordability Period will not extinguish the requirements of the Related Documents.
- B. City Affordability Period. The City Affordability Period is thirty (30) years, beginning after Project Completion, as determined by the Director. The HOME Affordability Period and City Affordability Period shall run concurrently. Collectively, the two periods are hereinafter referred to as the “Affordability Period.” Upon expiration of the HOME Affordability Period, the City Affordability Period shall continue, but HUD will no longer monitor compliance with affordability requirements, unless the City Affordability Period is coterminous with the HOME Affordability Period. The requirements of the Affordability Period and other conditions of the Related Documents shall apply, as long as there are funds owing under the Notes.
- C. Rent Limit. During the Affordability Period, rents on one (1) of the HOME-assisted units shall not exceed thirty percent (30%) of the adjusted income of a family whose annual income equals fifty percent (50%) of Spokane area median income (“AMI”), as defined by HUD and adjusted for family size, unit size by number of bedrooms, tenant-paid utilities and tenant-supplied appliances. In addition, rents on one (1) of the HOME-assisted units shall not exceed thirty percent (30%) of the adjusted income of a family whose annual income equals thirty percent (30%) of AMI, as defined by HUD and adjusted for family size, unit

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size by number of bedrooms, tenant-paid utilities and tenant-supplied appliances. Both units will have three bedrooms.

However, any HOME-assisted unit receiving federal or state project-based rental assistance, where the tenant pays not more than thirty percent (30%) of the household's adjusted income as a contribution toward rent, shall be limited to the maximum rent allowed under the federal or state project-based rental assistance program.

Should the HUD rents decline below the initial project rents, the Borrower's rents do not need to be reduced below the initial rents. A table of initial HOME rents for the Project is attached to the Loan Agreement as Attachment 2.

The adjustment for tenant-paid utilities and tenant-supplied appliances is subject to §92.252. New HUD requirements include that the adjustment for tenant-paid utilities and tenant-supplied appliances be based on the HUD Utility Schedule Model, twelve (12) months of documented actual utility costs as acceptable to the City's Community, Housing, & Human Services Department, or other methods as determined by HUD. Currently, the HUD Utility Schedule Model can be found at: <http://huduser.org/portal/resources/utimodel.html>.

The City will provide Borrower with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum HOME rent limits exclusive of rent paid through project-based subsidies) in accordance with this Loan Agreement and §92.252(f)(2). The Borrower must annually provide the City with information on rents and occupancy of HOME-assisted units to demonstrate compliance with the Affordability Requirements of this Loan Agreement. The City will review rents for compliance and approve or disapprove them every year.

The Borrower must provide tenants of HOME-assisted units written notification of rent increases no less than 30 days prior to the beginning of the month in which the increase is intended to be implemented, subject to the provisions of a tenant's lease agreement, pursuant to §92.252(f)(3).

- D. LIHTC Rent Clause. For tenants of low-income tax credit assisted units (if low-income housing tax credits are awarded to the Project or portions of the Project), any increases in rent associated with tenant income shall be governed solely by section 42 of the Internal Revenue Code of 1986, as amended from time to time.
- E. Upon completion of the HOME Affordability Period, if the maximum rent and income limits are exceeded, the loan will be subject to repayment at the higher interest rate as provided for in Paragraph 2 of the Promissory Notes.
- F. Income Limit. At initial occupancy, tenants of one (1) HOME-assisted unit shall have an income not greater than fifty percent (50%) of AMI. In addition, tenants

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of one (1) HOME-assisted unit shall have incomes not greater than thirty percent (30%) of AMI at initial occupancy. If any of these tenants' incomes increases to a level exceeding fifty percent (50%) of AMI, then the next available HOME-assisted unit shall be made available to families at or below thirty percent (30%) of AMI. If the income of a tenant of a HOME-assisted unit increases and exceeds eighty percent (80%) of AMI, then the tenant's rent shall increase to the lesser of thirty percent (30%) of the tenant's adjusted monthly income or Fair Market Rent, subject to paragraph IV.D hereof.

- G. Income Certifications. All tenants' incomes shall be recertified annually by the Borrower. Any applicable rent increases will be effective upon the next lease renewal, and are subject to thirty (30) days' written notice.
- H. Additional Affordability Requirements. The Project must comply with the affordable housing requirements of 24 CFR §92.252.
- I. Relocation. Tenants in occupancy prior to the Project are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended ("URA"), 42 USC 4601 et seq. and the regulations promulgated thereunder. All relocation payments and expenses shall be borne by the Borrower.
- J. Protection of Affordability Requirements – City Purchase Option. The Affordability Requirements may terminate upon foreclosure or transfer in lieu of foreclosure at the sole election of the Director. In the event of a pending or threatened foreclosure, once applicable notice and cure periods have expired, the City is hereby granted an option and a right of first refusal to purchase the Project before foreclosure or deed in lieu of foreclosure to preserve affordability. The City may exercise its right to purchase the Project in any reasonable manner following the City's receipt of written notice of pending or threatened foreclosure proceedings and/or a possible deed in lieu of foreclosure, which notice Borrower hereby agrees to provide to City. The purchase price shall be the assessed value of the Project at the time of the City's exercise of its purchase rights, less any financial obligations assumed by the City at the time of the City's acquisition of the Project. The City further reserves the right to revive any affordability restrictions according to the original terms of the Loan Agreement if, during the HOME Affordability Period (as defined herein), the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Project or property.

## V. DEFAULT

If a violation of any of the foregoing covenants occurs, the City may, after thirty (30) days written notice, the default meanwhile not having been cured, institute and



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prosecute any proceeding at law or in equity or as otherwise provided for in this Covenant Agreement, or Related Documents, to abate, prevent, or enjoin any such violation or to compel specific performance by the Borrower of its obligations hereunder, including, without limitation of other remedies, the exercise of the City's purchase rights described herein. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS AGREEMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

By: \_\_\_\_\_  
Dmytro Sirenkyi

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Marina Sirenkyi

Date: \_\_\_\_\_

DRAFT

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me **Dmytro Sirenkyi**, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person and the Grantor, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me **Marina Sirenkyi**, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person and the Grantor, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

DRAFT

## CITY OF SPOKANE

By: \_\_\_\_\_  
David A. Condon, Mayor

Date: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM:**

By: Terri L. Pfister, City Clerk

By: \_\_\_\_\_  
Assistant City Attorney

Date:

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me **David A. Condon** and **Terri L. Pfister**, to me known to be the **Mayor** and **City Clerk**, respectively, of and for the **City of Spokane**, Washington, 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 the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

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

02/25/2019

**Date Rec'd**

2/5/2019

**Clerk's File #**

OPR 2019-0102

**Renews #****Cross Ref #****Submitting Dept**

DEVELOPER SERVICES CENTER

**Contact Name/Phone**

ALI BRAST 625-6638

**Project #****Contact E-Mail**

ABRAST@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

4700- MFTE FOR 324 W 5TH

**Agenda Wording**

Multiple Family Housing Property Tax Exemption Agreement with Mitch Swenson for four new multi-family housing units located at 324 W 5th, Parcel Number 35191.3808.

**Summary (Background)**

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

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

BECKER, KRIS

**Division Director**

CORTRIGHT, CARLY

**Council Notifications****Study Session****Other**Urban Experience  
1/14/19**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

ODLE, MARI

abrast@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kbecker@spokanecity.org

**Additional Approvals**

dnorman@spokanecity.org

**Purchasing**

ccortright@spokanecity.org

**MULTIPLE FAMILY HOUSING PROPERTY  
TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Mitch Swenson, as "Owner" whose business address is 107 S Howard #500, Spokane, WA 99201.

**WITNESSETH:**

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

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

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

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

RAILROAD 2ND S92FT L11 B80

Assessor's Parcel Number(s) 35191.3808, commonly known as 324 W 5th Ave.

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

The City and the Owner do mutually agree as follows:

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

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

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

4. The Owner intends to construct on the site, approximately 12 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this 18<sup>th</sup> day of December, 2018

CITY OF SPOKANE

Mitch Swenson

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

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

Mayor, David A. Condon

Its: Owner

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

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



STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this 19<sup>th</sup> day of December, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Mitch Swenson, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19<sup>th</sup> day of December, 2018.

Notary Public  
State of Washington  
Rachel N Stuart  
Commission Expires 06-18-19

Rachel N Stuart

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

My commission expires 06/18/19

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Development Services Center
<b>Subject:</b>	MFTE Conditional Contract
<b>Date:</b>	January 14, 2019
<b>Contact (email &amp; phone):</b>	Ali Brast ( <a href="mailto:abrast@spokanecity.org">abrast@spokanecity.org</a> , 625-6638)
<b>City Council Sponsor:</b>	TBD
<b>Executive Sponsor:</b>	Kris Becker
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p><b>Background/History:</b> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>Applicant applying for a conditional contract for the rehab of a currently vacant, existing 12-unit apartment building 324 W 5<sup>th</sup> Ave</li> <li>Property is zoned Community Business, so the use is allowed.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

### Tax Abatement Information:

<b>2019 Multi-Family Tax Exemption MFTE Property Tax Forgone &amp; Savings Calculator</b>	
Project Name: Alpine Apartments	
Number of units in the project	12
<b>*Average Property Value Exempt per unit</b>	<b>\$121,094</b>
<b>Estimated City Property Tax forgone annually per unit</b>	<b>\$625</b>
Estimated Property Tax saved per project annually	\$19,763
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$237,151
<b>Estimated City Tax forgone during the term of exemption per unit</b>	<b>\$7,498</b>
<b>Estimated City Tax forgone during the term of exemption all units</b>	<b>\$89,978</b>
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
<small>*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments</small>	

### Site Map:



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

02/25/2019

**Date Rec'd**

2/5/2019

**Clerk's File #**

OPR 2019-0103

**Renews #****Submitting Dept**

DEVELOPER SERVICES CENTER

**Cross Ref #****Contact Name/Phone**

ALI BRAST 625-6638

**Project #****Contact E-Mail**

ABRAST@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

4700 - MFTE FOR 2830 E FRANCIS

**Agenda Wording**

Multiple Family Housing Property Tax Exemption Agreement with J Auld Apts, LLC for four new multi-family housing units located at 2830 E Francis, Parcel Number 36331.0150.

**Summary (Background)**

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

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

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

CORTRIGHT, CARLY

**Other**Urban Experience  
12/10/18**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

PICCOLO, MIKE

abrast@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kbecker@spokanecity.org

**Additional Approvals**

dnorman@spokanecity.org

**Purchasing**

ccortright@spokanecity.org

MULTIPLE FAMILY HOUSING PROPERTY  
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and J Auld Apts LLC, as "Lessee" whose business address is 2001 N Division Street, Suite 100, Spokane, WA 99207-2255.

W I T N E S S E T H:

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

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

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

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

MORGAN AC PK HILLYARD N54FT OF LT 25 & 26 TOG W/ W106FT LT 1 & N40FT LT 2 BLK 26

Assessor's Parcel Number(s) 36331.0150, commonly known as 2830 E Francis Avenue.

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

The City and the Lessee do mutually agree as follows:

1. The City agrees to issue the Lessee a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the

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JAN 02 REC'D

PLANNING & DEVELOPMENT

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

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

4. The Lessee intends to construct on the site, approximately 37 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018

CITY OF SPOKANE

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

Mayor, David A. Condon

J Auld Apts LLC

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

Its: \_\_\_\_\_

Fred Peck  
Executive Director of  
the managing member, SHV

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

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



STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this 27<sup>th</sup> day of December, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Fred Peck, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 27<sup>th</sup> day of December, 2018.



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

My commission expires 6-24-21



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Development Services Center
<b>Subject:</b>	MFTE Conditional Contract
<b>Date:</b>	December 10, 2018
<b>Contact (email &amp; phone):</b>	Ali Brast ( <a href="mailto:abrast@spokanecity.org">abrast@spokanecity.org</a> , 625-6638)
<b>City Council Sponsor:</b>	TBD
<b>Executive Sponsor:</b>	Dawn Kinder
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p><u>Background/History:</u> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• <i>Applicant applying for a conditional contract for a 38-unit apartment building at 2830 E Francis.</i></li> <li>• <i>Property is zoned Office, so the use is allowed.</i></li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

### Tax Abatement Information:

<b>2018 Multi-Family Tax Exemption MFTE Property Tax Forgone &amp; Savings Calculator</b>	
Project Name: Baldwin Square	
Number of units in the project	38
<b>*Average Property Value Exempt per unit</b>	<b>\$121,094</b>
<b>Estimated City Property Tax forgone annually per unit</b>	<b>\$1,979</b>
Estimated Property Tax saved per project annually	\$62,582
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$750,978
<b>Estimated City Tax forgone during the term of exemption per unit</b>	<b>\$23,744</b>
<b>Estimated City Tax forgone during the term of exemption all units</b>	<b>\$284,930</b>
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
<small>*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments</small>	

### Site Map:



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

02/25/2019

**Date Rec'd**

1/29/2019

**Clerk's File #**

OPR 2015-0091

**Renews #****Cross Ref #****Submitting Dept**

SOLID WASTE DISPOSAL

**Contact Name/Phone**

DAVID PAINE 625-6878

**Project #****Contact E-Mail**

DPAINE@SPOKANECITY.ORG

**Bid #**

RFP 4082-14

**Agenda Item Type**

Contract Item

**Requisition #**

CR 20156

**Agenda Item Name**

4490-CONTRACT EXTENSION FOR INSULATION SERVICES AT THE WTE

**Agenda Wording**

Extension #4 of 4 with Safway Services, LLC, of Spokane, for removal and replacement of insulation and cladding at the WTE. Term of extension from Feb. 1, 2019 through Jan. 31, 2020 for an additional \$150,000.00 (incl. tax).

**Summary (Background)**

During outages at the WTE, removal of insulation and cladding for boiler walls and other areas is needed to allow access. Replacement of the insulation as well as fabrication and installation of removable insulation blankets is also required during these outages. Safeway Services, LLC, was awarded the contract for these services based upon their response to RFP #4082-14. The contract was for one year with the option of four additional one year extensions. This will be the last extension.

**Fiscal Impact**

Grant related? NO

Public Works? YES

**Budget Account**

Expense \$ \$150,000.00

# 4490-44100-37148-54803-34002

Select

\$

#

Select

\$

#

Select

\$

#

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

CONKLIN, CHUCK

**Study Session**

PSCH 2/4

**Division Director**

SIMMONS, SCOTT M.

**Other****Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

ODLE, MARI

mdorgan@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

jsalstrom@spokanecity.org

**Additional Approvals**

tprince@spokanecity.org

**Purchasing**

PRINCE, THEA

rrinderle@spokanecity.org

## Briefing Paper

### Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Contract for Removal and Replacement of Insulation and Cladding at the WTE
<b>Date:</b>	February 4, 2019
<b>Contact (email &amp; phone):</b>	David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety and Community Health/ Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Sustainable Resources: Maintaining our assets – Innovative Infrastructure: Managing our assets
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval for insulation removal and replacement services at the WTE, without which, there will be no access for repairs and maintenance to the boilers and other equipment.
<b>Background/History:</b> During outages at the WTE, removal of insulation and cladding for boiler walls and other areas is needed to allow access. Replacement of the insulation as well as fabrication and installation of removable insulation blankets is also required during these outages.  Safeway Services, LLC, was awarded the contract for these services based upon their response to RFP #4082-14. The contract was for one year with the option of four additional one year extensions. This will be the last of those extensions.	
<b>Executive Summary:</b>  <ul style="list-style-type: none"> <li>Extension #4 of 4 for removal and replacement of insulation and cladding at the WTE.</li> <li>Contract will run from February 1, 2019 through January 31, 2020 for a cost of \$150,000.00.</li> <li>Removal of insulation and cladding for boiler walls and other areas is necessary for allowing access during outages.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	







**City of Spokane**

**CONTRACT EXTENSION 4 OF 4  
WITH COST**

**Title: INSULATION AND CLADDING REMOVAL  
AND REPLACEMENT AT THE CITY'S WASTE  
TO ENERGY FACILITY (WTE)**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, **SAFWAY SERVICES, LLC**, whose address is 6206 East. Trent Avenue, Building #3, Suite A, Spokane Valley, Washington 99212, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide removal of insulation and cladding for boiler walls and other areas at the City's Waste to Energy facility; and*

*WHEREAS, the initial contract provided for 4 additional one-year extensions, with this being the 4th of those extensions.*

*-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:*

**1. CONTRACT DOCUMENTS.**

The Contract, dated March 23, 2015, and March 31, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Extension shall become effective on February 1, 2019.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through January 31, 2020.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, in accordance with the attached Time and Material Rates, for everything furnished and done under this Contract Extension.



IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Extension by having legally-binding representatives affix their signatures below.

**SAFWAY SERVICES, LLC**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

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

**Attachments that are part of this Contract Extension:**  
Time and Material Rates

19-028

**Time and Material Rates for  
Spokane Regional Solid Waste Facility  
City of Spokane – Spokane, WA**

<b><u>Labor: (per hour)</u></b>	<b><u>Straight</u></b>	<b><u>Time and ½</u></b>	<b><u>Double-time</u></b>
General Foreman	\$88.80	\$117.62	\$146.43
Foreman	\$83.09	\$109.28	\$135.48
Journeyman	\$77.89	\$101.71	\$125.53
Apprentice	\$69.54	\$89.31	\$109.09

Time and 1/2: Billed for hours over 8-hour workday and Saturday.  
Double Time: Billed for Sunday and Holidays

All rates based on first shift.

Rates based on current CBA dated 8/1/2018 – 7/31/2019

<b><u>Materials and Rentals:</u></b>	Cost + 15%
<b><u>Travel In/Out:</u></b>	\$0.56 mile (if applicable)
<b><u>Sub Pay:</u></b>	\$86.00 per day (if applicable)
<b><u>Zone Pay:</u></b>	\$20.00-45.00 per day (if applicable)
<b><u>Service Truck:</u></b>	\$25.00 per day.

Safway Services, LLC  
509-542-1675 local  
509-546-9588 fax

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

02/25/2019

**Date Rec'd**

2/1/2019

**Clerk's File #**

OPR 2017-0256

**Renews #****Submitting Dept**

SOLID WASTE DISPOSAL

**Cross Ref #****Contact Name/Phone**

DAVID PAINE 625-6878

**Project #****Contact E-Mail**

DPAINE@SPOKANECITY.ORG

**Bid #**

RFP 4302-17

**Agenda Item Type**

Contract Item

**Requisition #**

CR 20157

**Agenda Item Name**

4490-CONTRACT EXTENSION FOR CHEMICAL MANAGEMENT AND WATER

**Agenda Wording**

Contract Extension with Nalco Company for chemical management and water treatment at the WTE. Contract will run from April 1, 2019 to March 31, 2020 and cost an additional \$36,000.00 (incl. tax).

**Summary (Background)**

The WTE boiler and component cooling water system requires chemical management and treatment for all water required to protect the boiler and components. Nalco Company was awarded the contract for these services based on their response to RFP 4302-17 for two years, with the option for three (3) one-year extensions. This is the first of the three possible extensions.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Expense \$ \$36,000.00

# 4490-44100-37148-53203

Select \$

#

Select \$

#

Select \$

#

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

CONKLIN, CHUCK

**Study Session**

UE 2/11/19

**Division Director**

SIMMONS, SCOTT M.

**Other****Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

ODLE, MARI

mdorgan@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

jsalstrom@spokanecity.org

**Additional Approvals**

tprince@spokanecity.org

**Purchasing**

PRINCE, THEA

rrinderle@spokanecity.org



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

**Agenda Wording**

**Summary (Background)**

these will be forwarded to the Plan Commission for full review, and it will forward individual recommendations to the City Council. The committee recommended that two Applications not be added to the work program, and recommended one Application be deferred until the 2020 amendment early threshold review decision. Two additional Council-sponsored text amendment requests are also included in the proposed work program.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


## Briefing Paper

### Urban Experience

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Contract for Chemical Management and Water Treatment at the WTE
<b>Date:</b>	February 11, 2019
<b>Contact (email &amp; phone):</b>	David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience/ Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure: Managing our assets
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the contract extension which will allow for uninterrupted chemical management in the boiler feed water and component cooling water at the WTE.
<b>Background/History:</b> <p>The WTE boiler and component cooling water system requires chemical management and treatment for all water required to protect the boiler and components.</p> <p>RFP #4302-17 was issued to solicit a vendor to provide all testing, chemicals, tanks, feed pumps and equipment as required to maintain reliable chemistry for boiler water. Four (4) responses were received. Nalco was determined to be the most qualified.</p> <p>The initial contract was awarded in April of 2017 for two years, with three (3) possible one-year extensions. This will be the first of those extensions.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Extension #1 of 3 for chemical management and treatment of the boiler water at the WTE.</li> <li>• Initial contract was for two (2) years for a total cost of \$52,313.80.</li> <li>• Extension will run from February 1, 2019 through March 31, 2020 for a total additional cost of \$36,000.00, which includes additional funds to cover unanticipated fuel surcharge costs that were incurred in 2017 and 2018.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	





**City of Spokane**

**CONTRACT AMENDMENT / EXTENSION  
1 OF 3**

**Title: CHEMICAL MANAGEMENT AND  
WATER TREATMENT SERVICES**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **NALCO COMPANY, LLC**, whose address is 421 West Riverside Avenue, Suite 770, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the **Consultant** agreed to provide Chemical Management and Water Treatment Services for the City; and*

*WHEREAS, additional funds will be necessary for fuel surcharges that weren't accounted for in original contract, thus the original Contract needs to be formally Amended by this written document; and*

*WHEREAS, the initial contract provided for 3 additional one-year extensions, with this being the 1st of those extensions.*

*-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:*

**1. CONTRACT DOCUMENTS.**

The Contract, dated September 25, 2017 and October 20, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment / Extension shall become effective on February 1, 2019 and shall run through March 31, 2020.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **THIRTY SIX THOUSAND HUNDRED AND NO/100 DOLLARS (\$36,000.00)** for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment / Extension by having legally-binding representatives affix their signatures below.

**NALCO COMPANY, LLC**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

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

19-031



**From:** [Singer, Zachary](#)  
**To:** [Rinderle, Rick](#)  
**Cc:** [Averyt, Chris](#); [Dorgan, Michelle](#); [Isherwood, Scott K](#)  
**Subject:** RE: 1st Opt Year OPR 2017-0256 & Pricing  
**Date:** Friday, January 25, 2019 2:17:27 PM

---

Rick

Thank you for reaching out to me regarding this contract.

For the next full year of the contract starting 4/1/2019 – 3/31/2020, the billing rate for the plant will be a total of \$29,499.96 which would be billed in 12 monthly installments of \$2,458.33

This increase compared to the 2017 and 2018 rates is mainly due to two factors:

- Raw material cost increases since the contract was locked in 2 years ago
- The freight industry impact as cost of freight/trucking has risen significantly

Please call me if there are any questions or concerns.

Best regards,

**Zachary Singer**

District Representative

**NALCO Water | An Ecolab Company** 421 W Riverside Ave Suite 770 Spokane, WA 99201  
**M** 502 741 9221 **F** 509 927 9395 **E** [Zachary.Singer@nalco.com](mailto:Zachary.Singer@nalco.com)

---

**From:** Rinderle, Rick <[rrinderle@spokanecity.org](mailto:rrinderle@spokanecity.org)>  
**Sent:** Friday, January 18, 2019 8:43 AM  
**To:** Singer, Zachary <[zachary.singer@ecolab.com](mailto:zachary.singer@ecolab.com)>  
**Cc:** Rinderle, Rick <[rrinderle@spokanecity.org](mailto:rrinderle@spokanecity.org)>; Averyt, Chris <[caveryt@spokanecity.org](mailto:caveryt@spokanecity.org)>; Dorgan, Michelle <[mdorgan@spokanecity.org](mailto:mdorgan@spokanecity.org)>  
**Subject:** 1st Opt Year OPR 2017-0256 & Pricing  
**Importance:** High

**Caution:** This email originated from outside of the organization. **DO NOT CLICK** on links or open attachments unless you recognize the sender and know the content is safe.

Nalco Company LLC  
421 West Riverside Ave, Ste 770  
Spokane, WA 99201

Mr. Zachary J. Singer, District Rep  
502 741 9221  
[singer@nalco.com](mailto:singer@nalco.com)

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

02/25/2019

**Date Rec'd**

2/1/2019

**Clerk's File #**

OPR 2015-0814

**Renews #****Submitting Dept**

SOLID WASTE DISPOSAL

**Cross Ref #****Contact Name/Phone**

DAVID PAINE 625-6878

**Project #****Contact E-Mail**

DPAINE@SPOKANECITY.ORG

**Bid #**

WTE-32

**Agenda Item Type**

Contract Item

**Requisition #**

CR 20158

**Agenda Item Name**

4490 CONTRACT EXTENSION FOR OFF-SITE PUMP REPAIRS AT WTE

**Agenda Wording**

Contract extension with Sulzer Pump Services for preventative maintenance and repairs as-needed to the pumps utilized by the WTE. Contract will run from March 15, 2019 through March 14, 2020 for a cost of \$100,000.00 (incl. tax).

**Summary (Background)**

The Waste to Energy Facility utilizes Sulzer pumps in its operation of the facility. In 2015, vendors were solicited for repairs of these pumps under IRFQ WTE-32 and Sulzer Pump Services was awarded the one (1) year contract for \$20,000.00, with the possibility of four (4) additional one-year periods. There were some extensive repairs needed to some of the pumps, requiring an increase to the contract amount for 2018 and 2019 to perform these services.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Expense \$ \$100,000.00

# 4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

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

CONKLIN, CHUCK

**Study Session**

UE 2/11/19

**Division Director**

SIMMONS, SCOTT M.

**Other****Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

ODLE, MARI

mdorgan@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

jsalstrom@spokanecity.org

**Additional Approvals**

tprince@spokanecity.org

**Purchasing**

PRINCE, THEA

rrinderle@spokanecity.org



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

**Agenda Wording**

**Summary (Background)**

these will be forwarded to the Plan Commission for full review, and it will forward individual recommendations to the City Council. The committee recommended that two Applications not be added to the work program, and recommended one Application be deferred until the 2020 amendment early threshold review decision. Two additional Council-sponsored text amendment requests are also included in the proposed work program.

**Fiscal Impact**

Select \$

Select \$

**Budget Account**

#

#

**Distribution List**


## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Contract Extension with Cost for Off-Site Pump Repairs at the WTE
<b>Date:</b>	February 11, 2019
<b>Contact (email &amp; phone):</b>	David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience/Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Sustainable Resources: Maintaining our assets – Innovative Infrastructure: Managing our assets
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of contract with Sulzer pumps in order to maintain operation of the Waste to Energy Facility's many pumps, without which the Facility would not be able to operate.

Background/History

The Waste to Energy Facility utilizes Sulzer pumps in its operation of the facility. In 2015, vendors were solicited for on and off-site repairs of these pumps under IRFQ WTE-32 and Sulzer Pump Services was awarded the one (1) year contract for \$20,000.00, with the possibility of four (4) additional one-year periods. The contract was renewed in 2016 for an additional \$20,000.00 and again in 2017 for an additional \$48,000.00 and in 2018, it was realized that one of the pumps would require a complete overhaul, which would result in the need for the contract amount to be increased to \$120,000.00. There are still some extensive repairs needed, requiring a contract in the amount of \$100,000.00 for 2019 to perform these services.

Executive Summary:

- Contract for off-site pump repairs and maintenance for the Waste to Energy Facility.
- Originally bid in 2015 under IRFQ WTE-32 and was issued as a one year minor contract with the possibility of four (4) one-year extensions/renewals.
- This will be extension #4 of 4 for an additional \$100,000.00.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:



**City of Spokane**

**CONTRACT EXTENSION 4 OF 4**

Title: **PREVENTATIVE MAINTENANCE  
AND REPAIRS**

This Contract Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Sulzer Pump Services (US) Inc.**, whose address is: Attn: Jim Tombrink, Los Angeles Service Center, 9856 Jordan Circle, Santa Fe Springs, California 90670, as ("**Contractor**"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the **Contractor** agreed to provide for the City Preventative Maintenance and Repairs as Needed of the Sulzer Pumps Utilized by the Waste to Energy Facility; and*

*WHEREAS, the initial contract provided for 4 additional one-year extensions, with this being the 4th of those extensions.*

*-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:*

**1. CONTRACT DOCUMENTS.**

The Contract, dated September 4, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Extension shall become effective on March 15, 2019 and end March 14, 2020.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** in accordance with the attached Field Service Rate Sheet, for everything furnished and done under this Contract Extension. This is the maximum amount to be paid under this Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Extension by having legally-binding representatives affix their signatures below.

**SULZER PUMP SERVICES (US) INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

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

**Attachments that are part of this Agreement:**

Field Service Rate Sheet



**SULZER PUMP SERVICES**

**Los Angeles Service Center**

**9856 Jordan Circle**

**Santa Fe Springs, CA 90670**

**(562) 903-1000**

## **Field Service Rate Sheet**

**Applicable Rates and Charges:**

<b>Mechanic</b>	<b>Hourly Rate</b>
S.T. Rate	\$183.00
O.T. Rate	\$218.00
D.T. Rate	\$260.00
<b>Field Rep / Lead</b>	<b>Hourly Rate</b>
S.T. Rate	\$186.00
O.T. Rate	\$238.00
D.T. Rate	\$274.00

**Note:**

- ☐ 4-hour minimum applies to any services. 8-hour minimum on any travel beyond 60 miles from Santa Fe Springs, CA
- ☐ All rates quoted above are per person, per hour, including travel time.
- ☐ Standard Time, Monday - Friday for the first 8 hours.
- ☐ Straight Time charged the first 4 hours after standard time and the first 8 hours on Saturday.
- ☐ Overtime charged after Straight Time for Sundays and Holidays.
- ☐ Mileage \$1.20 per mile.
- ☐ Service Truck \$200.00 per day
- ☐ Field expenses at cost plus 30%.
- ☐ Laser Alignment, Hydraulic Torque Wrench 250.00 per day
- ☐ Rented or leased tooling/services will bill at cost plus 30%.
- ☐ Per Diem overnight field expenses: \$15.00 Breakfast, \$20.00 lunch, \$25.00 dinner

This Document is for the use of our customers and confidential. Please do not distribute without permission from Sulzer Pump Services (US), Inc. Los Angeles Service Center.

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

02/25/2019

**Date Rec'd**

1/15/2019

**Clerk's File #**

OPR 2014-0593

**Renews #****Cross Ref #****Submitting Dept**

PARKS &amp; RECREATION

**Contact Name/Phone**

GARRETT JONES 363-5462

**Project #****Contact E-Mail**

GJONES@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

1400 - SPOKANE RIVER CENTENNIAL TRAIL INTERAGENCY COOPERATIVE AGREEMENT

**Agenda Wording**

This cooperative agreement defines roles and responsibilities for management of the Centennial Trail. Primary changes in the proposed amended agreement involve adding the city of Liberty Lake as a participating entity.

**Summary (Background)**

In May of 2014, the Park Board approved the new cooperative agreement for the maintenance and responsibilities of the Centennial Trail. Parks is requesting approval of the amended agreement to add the city of Liberty Lake as an entity and other minor clarifications. Term of agreement is 20 years and may be renewed in 10-year increments or as changes are needed. Fiscal impact will continue to be \$20,000 annually from the capital improvement budget.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

CONLEY, JASON K.

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

EADIE, LEROY

**Other**

PIES - 01/28/2019

**Finance**

BUENING, MARK

**Distribution List****Legal**

DALTON, PAT

pclarke@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

avorderbruggen@spokanecity.org

**Additional Approvals****Purchasing**



# **Spokane River Centennial Trail Interagency Cooperative Agreement Amended**

**Washington State Parks and Recreation Commission**

**City of Spokane**

**Spokane County**

**City of Spokane Valley**

**City of Liberty Lake**

**THIS AGREEMENT**, is made and entered this day \_\_\_\_\_ of \_\_\_\_\_, 2018, by and between SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at West 1116 Broadway Avenue, Spokane, Washington, 99260 ("COUNTY") and the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Fall Boulevard, Spokane Washington 99201 ("CITY"), the City of Spokane Valley, a municipal corporation of the State of Washington, having offices for the transaction of business at 11707 E Sprague Avenue, Spokane Valley, WA 99206 ("SPOKANE VALLEY"), the City of Liberty Lake, a municipal corporation of the State of Washington, having officers for the transaction of business at 22710 East Country Vista Drive, Liberty Lake, Washington, 99019 ("LIBERTY LAKE"), and Washington State Parks and Recreation Commission, having offices for the transaction of business at 1111 Israel Road, P.O. Box 42650, Olympia, WA 98504 ("COMMISSION"). Collectively, the COUNTY, LIBERTY LAKE, CITY, SPOKANE VALLEY and the COMMISSION are referred to as the "PARTIES."

**WITNESSETH:**

**WHEREAS**, the PARTIES are owners of land within or adjacent to the Spokane River Centennial Trail ("Trail") corridor as described in Section 3 of this Agreement; and

**WHEREAS**, the Spokane River corridor is ecologically important, has significant potential for interpretive purposes, provides outstanding scenic beauty, tranquil surroundings and valuable historic and prehistoric features, is uniquely held in public ownership for the more than 39 miles of its length, is the common thread that links governments, communities and neighborhoods together, and has, for many thousands of years, been the corridor for commerce in the area and provides significant recreational opportunities; and

**WHEREAS**, the PARTIES desire to provide for the development and operation of a multi-purpose trail system within the intent and authority of RCW 79A.05.030 and RCW 39.34.030 (2); and

**WHEREAS**, the PARTIES agree that the primary development objective should be to preserve the river environment and provide facilities for public access, recreation, education and ecological and historic interpretation; and

**WHEREAS**, the COMMISSION is authorized under RCW 79A.05.030 and RCW 39.34.30 (2) to cooperate with the COUNTY, LIBERTY LAKE, SPOKANE and SPOKANE VALLEY in accomplishing the program herein referred to and to enter into this agreement to that end; and

**WHEREAS**, the COMMISSION at its May 19, 1989 meeting authorized the Director or designee to enter into a long-term cooperative agreement with multiple governmental entities for the development and operation of the Spokane River Centennial Trail corridor (Trail); and

**WHEREAS**, the PARTIES agree that the Trail can most advantageously be managed by the Commission with shared operation, maintenance and law enforcement responsibilities;

**WHEREAS**, LIBERTY LAKE's existing municipal boundaries are located adjacent to a sizable stretch of the Spokane River Centennial Trail corridor and LIBERTY LAKE has expressed a desire to contribute to the care and maintenance of the Trail through becoming a voting member of the Coordinating Council,

**WHEREAS**, the PARTIES wish to further amend said Spokane River Centennial Trail Agreement as set forth below.

**NOW THEREFORE**, in order for LIBERTY LAKE to become a voting member of the Coordinating Council and in consideration of the mutual benefits to be derived, the PARTIES hereby agree the Spokane River Centennial Trail Agreement is amended as follows:

#### **Section 1: Term**

The term of the Agreement shall extend through August 5<sup>th</sup>, 2034. This Agreement may be renewed in 10-year increments upon expiration of the original term by mutual agreement of the PARTIES. The COMMISSION will be given the first right to renew the Agreement before any

other party is given the opportunity to manage the Trail under agreement with the COUNTY, LIBERTY LAKE, SPOKANE and SPOKANE VALLEY.

## **Section 2: Development and Management**

(a) All development and management of the Trail shall be the responsibility of the COMMISSION, unless otherwise provided herein, and the COMMISSION shall be the lead agency in preparing future development plans. Operation, including maintenance and law enforcement, shall be as set forth in Exhibit 1 - Management Plan ("Management Plan"), which is attached hereto and incorporated herein by this reference. Each jurisdiction shall be responsible for all costs related to providing ordinary Trail operation, maintenance and law enforcement activities as outlined in the Management Plan. In the event of a capital repair or project (a project that falls outside of the parameters of ordinary maintenance as outlined within Exhibit 1 - Management Plan and/or exceeds \$25,000 to complete), the underlying property owner or lease holder shall assume full responsibility (financially and otherwise) for project completion, barring any other agreements in place that may otherwise supersede.

(b) In the event of a capital repair or project impacting the Trail and/or associated buffer lands, the responsible party may elect to petition the other PARTIES for evaluation of opportunities for cooperative funding in accordance with Exhibit 2 – Trail Maintenance Fund ("Maintenance Fund") which is attached hereto and incorporated herein by this reference. Construction, alteration or repair to the Trail that is paid for in part or in whole from the Maintenance Fund will require the unanimous approval of all PARTIES. PARTIES will also agree to which entity will be responsible for carrying out the work including planning, permitting, contracting, spending, and the liability associated with such activities. No such work

will begin without the written approval of the plans by all PARTIES. Written approval can be in letter form or electronically by e-mail. In the event of an emergency requiring immediate action to protect persons or property, the PARTIES may call a special meeting or communicate by phone or e-mail to approve emergency spending. All construction or reconstruction must comply with applicable state and local laws. In the absence of cooperative funding, the responsibility for capital repairs shall fall to the underlying land owner or lease holder for the section of Trail in need of repair. The PARTIES shall meet every three years for the life of this Agreement to review the capital funding threshold (currently at \$25,000 – which is presently the state threshold for capital funding).

### **Section 3: Coordinating Council**

A Coordinating Council comprised of one (1) representative of each of the PARTIES, as well as a non-voting representative of the Friends of the Centennial Trail, shall be established to carry out all its responsibilities as outlined in the Management Plan and Maintenance Fund. The Coordinating Council representative from each party to this Agreement shall be as follows:

- Washington State Parks: Riverside State Park Manager or Designee
- Spokane County: Parks, Recreation & Golf Director or Designee
- Spokane: Parks and Recreation Director or Designee
- Spokane Valley: Parks and Recreation Director or Designee
- Liberty Lake: Parks and Recreation Director or Designee
- Friends of The Centennial Trail (non-voting): Executive Director or Designee

Each representative shall have responsibility for disseminating information to other individuals and parties in his/her group and for coordinating matters for the administrative working group.

The designated representative shall have the authority to vote on fund spending priorities on behalf of the organization they represent.

#### **Section 4: Areas of Jurisdiction**

- i. The COMMISSION is primarily responsible for management of the entire 39 mile length of the Trail and maintenance and law enforcement on or within the Trail corridor and adjacent buffer lands within Riverside State Park from Nine Mile Recreation Area to the TJ Meenach Bridge. The COMMISSION is not precluded, however, from conducting maintenance or law enforcement on the entire Trail corridor and buffer lands to protect safety and recreation on the Trail, including those areas where the COMMISSION is the underlying property owner but another jurisdiction is responsible for management, maintenance and law enforcement per this Agreement.
- ii. SPOKANE is responsible for the management of adjacent CITY OR PARKS DEPARTMENT-owned or leased buffer lands and maintenance and law enforcement on or within the Trail corridor located within the existing and future municipal boundaries of SPOKANE from the south end of the TJ Meenach Bridge to Centennial Trail Mile Marker 16 near “Boulder Beach” beyond the eastern municipal boundary of SPOKANE.
- iii. The COUNTY is responsible for management of adjacent COUNTY-owned or leased buffer lands and maintenance and law enforcement on or within the Trail corridor from Centennial Trail Mile Marker 16 near “Boulder Beach” to the Idaho border minus any portion of the Trail corridor and adjacent buffer lands that are located in SPOKANE VALLEY’S municipal boundaries (current and future) and along, adjacent to and/or within Liberty Lake’s municipal boundaries (current and future)– and minus any other

portions of the Trail corridor and adjacent buffer lands in this stretch that become located within an existing or future city(s) municipal limits (i.e. annexation, incorporation).

- iv. SPOKANE VALLEY is responsible for management of adjacent city-owned or leased buffer lands and maintenance and law enforcement on or within the Trail corridor within its municipal boundaries (current and future).
- v. LIBERTY LAKE is responsible for management of adjacent city-owned or leased buffer lands and maintenance and law enforcement on or within the Trail corridor along, adjacent and/or within its municipal boundaries (current and future), which currently starts at the western line of the NE Quarter of Section 8, Township 25 Range 45 EWM and continues east along the Centennial Trail to the east line of the NE Quarter of Section 10, Township 25 Range 45 EWM.

## **Section 5: Rules and Regulations**

The Trail is to be managed consistent with the provisions of chapter 79A.05 RCW and the rules and regulations adopted thereunder, unless otherwise exempted by the Director or COMMISSION.

## **Section 6: Permits**

Development and maintenance along the Trail corridor shall be done in full possession of all necessary permits and licenses and in accordance with all applicable codes and regulations – including SEPA – and consistent with the overall development plans prepared by the COMMISSION. Obtaining permits will be the responsibility of the initiating party.

## **Section 7: Cooperative Management**

This Agreement allows management by the COUNTY, LIBERTY LAKE, SPOKANE and SPOKANE VALLEY of COMMISSION-owned lands; and, by the COMMISSION of COUNTY, LIBERTY LAKE, SPOKANE, and SPOKANE VALLEY-owned buffer lands within the Trail corridor. Any modifications or uses of this property for other than buffer shall be consistent with Trail development, preservation of the river corridor, and approved by COMMISSION staff prior to use, modification or construction. Use of these lands for recreation, education or river access purposes may be granted by amendment to this Agreement upon approval of the proposed plans for said property by COMMISSION staff and approval of use by the COMMISSION, and in accordance with all applicable Federal, state and local laws.

## **Section 8: Jurisdiction Approval**

All new facilities and improvements made by the COMMISSION shall be consistent with Trail development, preservation of the river corridor, and approved by the applicable jurisdiction prior to construction. The COMMISSION shall be in possession of all necessary permits and licenses and shall carry out all development, maintenance and operation in accordance with all applicable Federal, state and local laws.

## **Section 9: Hamilton Street Bridge**

The Hamilton Street pedestrian bridge and Don Kardong Bridge are located on SPOKANE-owned property. Routine maintenance of these bridges will be the responsibility of SPOKANE. Any repairs relating to the structural integrity of the bridges; and, if necessary, replacement will be the responsibility of SPOKANE.



## **Section 10: Denny-Ashlock Bridge**

The Denny Ashlock pedestrian bridge is located on both COMMISSION and SPOKANE VALLEY-owned property. Routine maintenance of this bridge will be the responsibility of the party in whose jurisdiction the bridge resides (presently the COUNTY for the northern half of the bridge, and SPOKANE VALLEY for the southern half of the bridge). Any repairs relating to the structural integrity of the bridge and, if necessary, replacement will be the responsibility of the COMMISSION.

## **Section 11: Entire Agreement**

This Agreement grants only permission to allow the COMMISSION to use the COUNTY, LIBERTY LAKE, SPOKANE and SPOKANE VALLEY-owned property and to allow the COUNTY, LIBERTY LAKE, SPOKANE and SPOKANE VALLEY to use the COMMISSION-owned property for the purposes and on the terms and conditions herein stated. No legal or equitable title is conveyed hereby. Title to the subject property shall remain with the landowner throughout the term of this Agreement and renewal thereof.

## **Section 12: Indemnification**

To the extent permitted by law, the COUNTY and/or LIBERTY LAKE, SPOKANE and/or SPOKANE VALLEY shall defend and hold harmless the COMMISSION and the State of Washington, its officers, agents, employees, successors or assigns against any and all claims suffered or alleged to be suffered on the property, except such claims which arise out of the activities of the COMMISSION, its officers, agents or employees, for which claims the

COMMISSION will defend and hold the COUNTY, LIBERTY LAKE, SPOKANE and/or SPOKANE VALLEY harmless.

### **Section 13: Signs**

The COMMISSION shall erect and maintain a sign(s) identifying the COUNTY, LIBERTY LAKE, SPOKANE and SPOKANE VALLEY as cooperating agencies. Any development authorized in accordance with Section 8 herein shall be signed by the applicable jurisdiction identifying the COMMISSION as a cooperating agency. The COMMISSION will be the primary focal point and contact for signing.

### **Section 14: Termination**

This Agreement may be terminated at any time by mutual written consent of all PARTIES hereto.

### **Section 15: Modification**

The provisions of this Agreement may be modified at any time by the mutual consent of all PARTIES hereto.

### **Section 16: Assignment of Rights**

No rights under this Agreement may be assigned without the prior written consent of the other PARTIES. This does not preclude third-party agreements which are in compliance with the Management Plan.

## **Section 17: Tree Removal**

Any tree removal shall be in accordance with landowner rules and regulations.

## **Section 18: Non-Compliance**

The Trail and adjoining buffer lands are to be used by the COMMISSION for public Trail corridor purposes. Except as otherwise provided for herein, this Agreement may be terminated by any party in the event of non-compliance by any other party with the terms and conditions hereof, providing that the terminating party allow the non-complying party no less than ninety (90) days written notice of violation in which to correct any situation which is not in compliance with the terms and conditions of this Agreement. If correction is not made to the satisfaction of the terminating party within the ninety (90) days, this Agreement will automatically terminate without further notice.

## **Section 19: Removal of Improvements**

Unless otherwise agreed, upon termination or expiration of this Agreement, all improvements placed on property under this Agreement shall be disposed of in compliance with applicable provisions of the Revised Code of Washington.

## **Section 20: Discover Pass**

LIBERTY LAKE, SPOKANE, SPOKANE VALLEY, and the COUNTY have agreed to contribute towards the operation, care and maintenance of portions of the Trail and associated buffer lands as outlined herein. In recognition of this investment, the COMMISSION agrees NOT to impose any parking or visitor fees (i.e. Discover Pass) for ordinary visitation and use of

those trailheads and other areas commonly used for parking along portions of the Trail corridor and buffer lands for which LIBERTY LAKE, SPOKANE, SPOKANE VALLEY, and the COUNTY have maintenance responsibility.

## **Section 21: Trail Realignments and Connections**

(a) Trail realignments which may be completed to address safety hazards, to separate the Trail from stretches of roadway, to eliminate gaps, or to otherwise perfect the Trail shall become part of this Agreement and the Party whose geographic area includes the new trail element(s) shall assume jurisdictional responsibility for the new trail element(s) unless otherwise determined by the PARTIES through modification of the Agreement.

(b) Future connections to the Trail such as neighborhood access points, local commuter trails, or regional trail connections (e.g. Fish Lake Trail) are a stated goal in the adopted Spokane County Regional Trails Plan. Trail connections shall be encouraged to be completed, but any trails which have been connected to the Centennial Trail shall not become part of this Agreement nor extend maintenance responsibilities by the PARTIES under this Agreement, unless otherwise determined by the PARTIES through modification of the Agreement.

## **Section 22: Entities**

No new entities are created by this Agreement.

## **Section 23: Agreement to be Filed**

The PARTIES shall record this Agreement with the Spokane County Auditor.

**Section 24: Personal/Real Property/No Joint Board**

There shall be no common ownership of any real or personal property under the terms of this Agreement. Each party to this Agreement shall separately own its real and personal property. The Coordinating Council referenced in Section 3 will administer the provisions of this Agreement, as well as the Management Plan and Trail Maintenance Fund.

**IN WITNESS WHEREOF**, the PARTIES have caused this Interagency Cooperative Agreement Amendment to be executed on the date and year opposite their respective signatures.

**NOTE:** There will be a separate signature page for each entity signing the agreement.

**DATED:** \_\_\_\_\_

**WASHINGTON STATE PARKS AND  
RECREATION COMMISSION**

By: \_\_\_\_\_  
DIRECTOR

Approved as to form:

By: Michael Young  
Assistant Attorney General  
March 1, 2018

**IN WITNESS WHEREOF**, the PARTIES have caused this Interagency Cooperative Agreement Amendment to be executed on the date and year opposite their respective signatures.

**NOTE:** There will be a separate signature page for each entity signing the agreement.

**DATED:** \_\_\_\_\_ **CITY OF SPOKANE**

By: \_\_\_\_\_  
MAYOR

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Assistant City Attorney

**IN WITNESS WHEREOF**, the PARTIES have caused this Interagency Cooperative Agreement Amendment to be executed on the date and year opposite their respective signatures.

**NOTE:** There will be a separate signature page for each entity signing the agreement.

**DATED:** \_\_\_\_\_ **CITY OF LIBERTY LAKE**

By: \_\_\_\_\_  
MAYOR

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Attorney



**IN WITNESS WHEREOF**, the PARTIES have caused this Interagency Cooperative Agreement Amendment to be executed on the date and year opposite their respective signatures.

**NOTE: There will be a separate signature page for each entity signing the agreement.**

**DATED:** \_\_\_\_\_ **CITY OF SPOKANE VALLEY**

By: \_\_\_\_\_  
CITY MANAGER

Attest:

Approved as to form:

\_\_\_\_\_  
Christine Bainbridge, City Clerk

By: \_\_\_\_\_  
Office of the City Attorney

**IN WITNESS WHEREOF**, the PARTIES have caused this Interagency Cooperative Agreement Amendment to be executed on the date and year opposite their respective signatures.

**NOTE: There will be a separate signature page for each entity signing the agreement.**

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
JOSH KERNS, CHAIR

ATTEST:

\_\_\_\_\_  
MARY KUNEY, VICE-CHAIR

\_\_\_\_\_  
Ginna Vasquez,  
Clerk of the Board

\_\_\_\_\_  
AL FRENCH, COMMISSIONER

## **Exhibit 1 Management Plan**

### **A - PURPOSE**

The purpose of this Management Plan (“Plan”) is to establish minimum standards for the management, maintenance and law enforcement along the Spokane River Centennial Trail (“Trail”).

### **B - PARTIES INVOLVED**

This Plan is part of the Interagency Cooperative Agreement entered into by the Washington State Parks and Recreation Commission (“COMMISSION”), the City of Spokane (“SPOKANE”), Spokane County (“COUNTY”) the City of Liberty Lake (“LIBERTY LAKE”), and the City of Spokane Valley (“SPOKANE VALLEY”).

### **C - GENERAL MANAGEMENT**

1. Overall management of the entire 39-mile length of the Trail will be done by the COMMISSION through the Riverside State Park Manager’s office.
2. All special activities along the Trail corridor will be coordinated through Riverside State Park via Special Recreation Event permits. Special activities on the Trail within other jurisdictions will be coordinated by the COMMISSION, who will notify the parks administrative staff and the law enforcement department for the affected jurisdiction.
3. The COMMISSION may collect Special Activity Permit fees and may require an insurance binder with a minimum coverage of \$1 million for parties of 20 or more people, or a damage deposit or a bond.
4. Centennial Trail Use, Approved Activities and Prohibited Activities shall be established by the Coordinating Council subject to applicable laws and shall be kept on record with the COMMISSION.
5. The Trail facility will be open to the public on existing COMMISSION posted hours.
6. Each agency is responsible for obtaining fire protection for their jurisdiction.

## **D- GENERAL MAINTENANCE STANDARDS**

1. Each agency will be responsible for general maintenance in their respective areas of the Trail as set forth in “Section 4: Areas of Jurisdiction” of the Interagency Cooperative Agreement.
2. Corrective action necessary to protect the public will be taken as soon as possible following report of damage to the jurisdiction responsible. Temporary emergency Trail closure will be imposed, if necessary, until hazardous condition is corrected (i.e. fire, flood, washout, leaning trees). Signs showing appropriate detour routes shall be placed accordingly, and notification given to the Riverside State Park Manager’s office. Permanent repair or replacement, where not possible due to weather or other circumstance, will be accomplished subject to the limitations set forth in “Section 2: Development and Management” of the Interagency Cooperative Agreement.
3. Subject to the limitations set forth in “Section 2: Development and Management” of the Interagency Cooperative Agreement, each jurisdiction will be responsible for routine asphalt maintenance of the Trail as deemed necessary by the jurisdiction providing the maintenance. Routine maintenance shall include patching potholes, cutting out and/or patching large cracks or heaved pavement, sealing smaller cracks in asphalt with tar and trail shoulder repairs. Shoulder repairs include placing asphalt on trail edges where old asphalt is cracking and breaking away and placing gravel along the shoulders where erosion has occurred. Seal coating of the Trail shall be considered a capital repair. Maintenance Fund money may be used for routine asphalt repairs with the mutual agreement of all PARTIES if included within the 6-year trail capital improvement plan as outlined in Exhibit 2 – Trail Maintenance Fund.
4. COMMISSION, SPOKANE, LIBERTY LAKE, SPOKANE VALLEY and COUNTY will strive to use the same standardized amenities and replacement amenities, including but not limited to signs, benches, picnic tables, bollards, mile markers and bulletin boards as determined by the Coordinating Council. The Coordinating Council will develop and may periodically update a list of options for these standardized amenities. Each agency shall bear the cost of repair and replacement of amenities as necessary, subject to the limitations set forth in “Section 3: Development and Management” of the Interagency Cooperative Agreement.
5. No amenity, other than replacement of existing amenities, shall be placed along the Trail corridor without the approval of the jurisdiction responsible for maintenance of that particular stretch of trail corridor.

6. From time to time the COMMISSION may request written documentation from SPOKANE, LIBERTY LAKE, SPOKANE VALLEY and/or the COUNTY to verify or otherwise document maintenance work performed on the Trail as outlined herein.

## **E- SPECIFIC MAINTENANCE ITEMS**

Following is a listing of specific maintenance items with comments as needed:

1. Amenities – interpretive and informational signs, benches, picnic tables, bollards, water fountains, trash receptacles, mile markers, hitching posts, rest stations and bulletin boards.
2. Bridges
3. Fencing
4. Guardrail
5. Handrail
6. Litter Control – litter will be picked up as needed to ensure that the Trail and adjacent buffer areas are kept clean.
7. Mile Markers – both posts and large mile numbers painted on asphalt will be maintained.
8. Signs – an inventory of replacement signs may be requested.
9. Snow Plowing – no snow plowing will be required on the Trail. Trail head parking lots may be plowed, depending upon user demand and resource availability by the jurisdiction responsible.
10. Sweeping – entire Trail length will be swept or blown off as needed to ensure that the Trail surface is safe for use by bicycles, skates, skate boards and other non-motorized trail uses.
11. Trail heads including facilities, parking lot and entry road – inspected and cleaned as needed to ensure that these areas are clean and safe.
12. Vandalism – the PARTIES shall notify local law enforcement and strive to inform the COMMISSION of incidents of vandalism.
13. Weed Control – in compliance with Spokane County Noxious Weed Control Board requirements, a control program along the Trail will be

developed and accomplished, the cost borne by the individual jurisdictions within parameters of the Interagency Cooperative Agreement.

14. Trail shoulders will be mowed or sterilized as needed and overhanging vegetation cut back for a minimum of two feet on each side of the Trail. Vegetation will be cut back to maintain line-of-sight necessary for safety on curves.

## **F- LAW ENFORCEMENT**

1. Primary responsibility for law enforcement/major crimes shall always default to the underlying government agency as applicable by law, generally determined upon geographical location and/or type of incident (e.g. County Sheriff, City Police Department, Federal Bureau of Investigation).
2. In working collaboratively to enhance public safety for Trail users the PARTIES agree to have their respective law enforcement personnel patrol the Trail corridor within each PARTIES area of jurisdiction as outlined in Section 4 of the Cooperative Agreement.
  - a. More specifically, law enforcement / public safety services provided by the PARTIES shall include community caretaking functions such as but not limited to patrolling for and/or responding to reports of car prowls, homeless, loitering, disorderly conduct, indecent exposure, vandalism, and welfare checks.
  - b. Patrols in the designated area of jurisdiction / Trail corridor is as follows: LIBERTY LAKE, with the Liberty Lake City Police; in SPOKANE, with the Spokane City Police; in SPOKANE VALLEY, with the Spokane Valley Police; in the COUNTY, with the COUNTY Parks Ranger and/or the Spokane County Sheriff; and, within Riverside State Park, with the State Parks Rangers.
3. The COMMISSION will assist within the city and County jurisdictions in normal park patrol and enforcement along the Trail.
4. Upon request of the COMMISSION, SPOKANE, SPOKANE VALLEY, LIBERTY LAKE, or the COUNTY will respond as backup during any law enforcement situation beyond park rule violations.
5. The COMMISSION may submit a request at any time to a respective law enforcement agency, to provide documentation of all law enforcement activities related to the Trail to the Riverside State Park office.
6. Law enforcement violations attributable to the Trail are specified through WAC (Washington Administrative Code), RCW (Revised Code of Washington) or SMC (Spokane Municipal Code) and include fines if convicted.

# Management Plan Attachment “A”

## **Maps**

Maps shall be developed cooperatively by the PARTIES, periodically updated as needed due to municipal annexation, trail development/re-routes or other reasons, and kept on file with the Coordinating Council.

## **Exhibit 2**

### **Trail Maintenance Fund**

**A MAINTENANCE FUND FOR THE SPOKANE RIVER CENTENNIAL TRAIL SHALL BE CREATED.**

#### **STATEMENT OF MUTUAL INTEREST AND BENEFIT**

WHEREAS, the PARTIES desire to work together to create a Trail Maintenance Fund in order to preserve the recreational values of the Centennial Trail and to bring additional recreation and economic value to the area; and

WHEREAS, the Centennial Trail is a valued regional resource linking communities from Coeur D'Alene, Idaho to Nine Mile Falls; and

WHEREAS, the Trail Maintenance Fund shall become a component of the Interagency Cooperative Agreement to cooperatively manage and maintain the Trail; and

WHEREAS, the Interagency Cooperative Agreement spells out the obligations of the PARTIES related to routine maintenance and law enforcement; and

WHEREAS, the Trail is over 20 years old and the maintenance obligations are increasing as the Trail ages; and

WHEREAS, the Trail is in need of capital repairs to maintain current trail usage;

NOW THEREFORE, in consideration of the mutual benefits to be derived, the PARTIES hereby agree to create a Trail Maintenance Fund for the Spokane River Centennial Trail to be jointly administered by the PARTIES for the maintenance of the Spokane River Centennial Trail. This fund is primarily intended to address preventative maintenance needs that PARTIES cannot cover as part of the routine maintenance specified in the Interagency Cooperative Agreement and to address capital repairs.

#### **I. PARTIES**

In addition to the PARTIES to the Interagency Cooperative Agreement, a representative of the Friends of the Centennial Trail (FCT) shall be invited to participate in a non-voting capacity when the PARTIES meet to carry out the responsibilities of the Trail Maintenance Fund outlined herein. FCT is a non-profit corporation under the laws of the state of Washington, has pledged to contribute to the Trail Maintenance Fund as resources allow, and has consistently supported the construction and maintenance of the Trail.

#### **II. RESPONSIBILITIES OF ALL PARTIES**

All PARTIES to the Interagency Cooperative Agreement shall:

- 1) Meet not less than twice a year to coordinate the management, operation, and maintenance activities for the Trail.



- 2) Discuss upcoming anticipated expenses and maintenance needs.
- 3) Develop a six (6) year Trail capital improvement plan for utilization of the Trail Maintenance Fund taking into account capital needs not covered under the terms of the Interagency Cooperative Agreement, Exhibit 1 - Management Plan.
- 4) Annually review, update and approve the six (6) year Trail capital improvement plan by an affirmative vote of not less than four (4) of the five (5) voting members of the Coordinating Council.
- 5) Make an annual lump sum payment in the amount of \$20,000 to the Trail Maintenance Fund by February 1<sup>st</sup> each year the Interagency Cooperative Agreement is in place.
- 6) Hereby agree, that all expenditures from the Trail Maintenance Fund shall be approved by an affirmative vote of not less than four (4) of the five (5) voting members of the Coordinating Council prior to disbursement.
- 7) Inspect the Trail within their area of jurisdiction annually to determine maintenance needs in order to bring these issues to the semi-annual meetings for prioritization and/or funding.
- 8) Send a representative to each meeting with the authority to vote on spending priorities.

### **III. SPOKANE COUNTY SHALL:**

- 1) Establish a Trail Maintenance Fund for the collection and disbursement of monies contributed by the Parties as outlined herein in Section II, Subsection 5.
- 2) Be responsible for bookkeeping and the disbursement of funds approved by the parties from the Trail Maintenance Fund.
- 3) Prepare an Annual Report of the accounting of revenues and expenditures of the Trail Maintenance Fund.

### **IV. CONTACTS**

The Trail Maintenance Fund shall be administered by the Coordinating Council.

## Overview

In May of 2014, the Park Board approved the new cooperative agreement for the maintenance and responsibilities of the Centennial Trail. We are requesting approval of the updated to agreement to add the City of Liberty Lake as an entity and other minor clarifications to the document.

## Original Agreement:

- The Centennial Trail Interagency Cooperative Agreement was originally vetted through a few different Land Committee Meetings in 2014.
- It defines roles and responsibilities for management of the Centennial Trail, replacing an outdated original agreement.
- We generally spray early in the morning, before the parks see peak activity.
- Entities included Washington State Parks, City of Spokane, Spokane County, and City of Spokane Valley.
- The City of Spokane Parks Department is responsible for that portion of the trail within city boundaries extending eastward to Boulder Beach.
- Term of agreement was 20 years and may be renewed in 10-year increments or as changes need to be made.
- Fiscal Impact: \$20,000 annually from the capital improvement budget

## Summary of Changes:

- Throughout document: Adding City of **Liberty Lake** as a participating entity
- Page 2: Adding the words "**or adjacent**" to the description of property managed by the trail
- Page 3: Keep the agreement term through **August 5, 2034**
- Page 6-7: Adding clarifying language to **properties managed by City of Liberty Lake**
- Pages 20: As part of the Management Plan update, we replaced language to better clarify actual occurrences on reporting and eliminate annual reports: **"From time to time the Commission may request written documentation from SPOKANE, LIBERTY LAKE, SPOKANE VALLEY and/or the COUNTY to verify or otherwise document maintenance work performed on the Trail as outlined herein."**
- Page 21: Clarifications to the law enforcement section for better clarification
- Page 22: Adding reporting language for the law enforcement agencies
- Page 25: Adding language on Coordinating Council approval on projects: **by an affirmative vote of not less than four (4) of the five (5) voting members of the Coordinating Council.**

## Schedule of Approvals:

- Land Committee Approval (June 2018)
- Park Board Approval (June 2018)
- Approval by all other agencies (June-Dec 2018)
- Spokane City Council and Mayor Approval (January-February 2019)
- Final approval by the State of Washington Parks Commission (March 2019)



## Centennial Trail Interagency Cooperative Agreement

Briefing Paper

Land Committee Meeting, June 6, 2018

### Overview

In May of 2014, the Park Board approved the new cooperative agreement for the maintenance and responsibilities of the Centennial Trail. We are requesting approval of the updated to agreement to add the City of Liberty Lake as an entity and other minor clarifications to the document.

### Original Agreement:

- The Centennial Trail Interagency Cooperative Agreement was originally vetted through a few different Land Committee Meetings in 2014.
- It defines roles and responsibilities for management of the Centennial Trail, replacing an outdated original agreement.
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- Page 22: Adding reporting language for the law enforcement agencies
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### Schedule of Approvals:

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- Park Board Approval (June 2018)
- Approval by all other agencies (June-Dec 2018)
- Spokane City Council and Mayor Approval (January-February 2019)
- Final approval by the State of Washington Parks Commission (March 2019)

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

02/25/2019

<b>Agenda Sheet for City Council Meeting of:</b> 02/25/2019		<u>Date Rec'd</u>	2/11/2019
		<u>Clerk's File #</u>	OPR 2019-0073
		<u>Renews #</u>	
<u>Submitting Dept</u>	ASSET MANAGEMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CURTIS HARRIS 625-6284	<u>Project #</u>	
<u>Contact E-Mail</u>	CHARRIS@SPOKANECITY.ORG	<u>Bid #</u>	DEPT IRFP
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VALUE BLANKET ORDER
<u>Agenda Item Name</u>	ASSET MANAGEMENT - CITY WIDE VB FOR SECURITY CAMERAS		
<u>Agenda Wording</u> Approve City-Wide Value Banket Order for Security Cameras and video management software - This is a three (3) year VB with two (2) one-year renewals - not to exceed \$295,000.00 annually.			
<u>Summary (Background)</u> The Asset Management Department worked with ITSD to establish standards for security cameras and video management software citywide. Three (3) responses were received with Camtek being the highest ranked and lowest cost responsive bidder. Pricing will remain the same until June, 2020 when a price increase will go into effect and then in June, 2021 when a price increase will go into effect.			
<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>	
Expense	\$ 295,000.00	# various	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HARRIS, CURTIS	<u>Study Session</u>	
<u>Division Director</u>	FLEIGER, NATHAN	<u>Other</u>	Sus Res - 2/11/19
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	charris	
<u>For the Mayor</u>	ORMSBY, MICHAEL	laga	
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		

## Briefing Paper (Sustainable Resources Committee)

<b>Division &amp; Department:</b>	Asset Management
<b>Subject:</b>	Citywide Value Blanket for Security Cameras
<b>Date:</b>	
<b>Contact (email &amp; phone):</b>	<a href="mailto:charris@spokanecity.org">charris@spokanecity.org</a> 509-625-6284
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Theresa Sanders
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> <b>XX</b> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Master contract for the provision of new security cameras and data management
<b>Background/History:</b> Asset Management worked with ITSD to establish standards for security cameras and video management software citywide. An RFP for a master contract was issued, and the responding proposals were evaluated and Camtek prevailed with the highest score. Staff recommends approval of a master contract with Camtek with a not to exceed amount of \$295,000 to provide this equipment for various City departments over the next 3 years with 2 one year renewal options.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Upgrades and integrates video management software citywide</li> <li>Upgrades cameras that are obsolete and/or not supported</li> <li>Establishes camera and camera equipment standards</li> <li>Enables departments to strategically plan with consistent pricing year to year</li> <li>Ensures City's compliance with RCW 42.56 for video retention</li> <li>This will not add additional surveillance cameras to City of Spokane facilities, only existing camera locations and data systems will be upgraded.</li> <li>Continues the policy of all new camera locations being approved by council prior to installation</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <b>XX</b> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> <b>XX</b> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> <b>XX</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> <b>XX</b> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

## Briefing Paper (Sustainable Resources Committee)

<b>Division &amp; Department:</b>	Asset Management
<b>Subject:</b>	Citywide Value Blanket for Security Cameras
<b>Date:</b>	
<b>Contact (email &amp; phone):</b>	<a href="mailto:charris@spokanecity.org">charris@spokanecity.org</a> 509-625-6284
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Theresa Sanders
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> <b>XX</b> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Master contract for the provision of new security cameras and data management
<b>Background/History:</b> Asset Management worked with ITSD to establish standards for security cameras and video management software citywide. An RFP for a master contract was issued, and the responding proposals were evaluated and Camtek prevailed with the highest score. Staff recommends approval of a master contract with Camtek with a not to exceed amount of \$295,000 to provide this equipment for various City departments over the next 3 years with 2 one year renewal options.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Upgrades and integrates video management software citywide</li> <li>Upgrades cameras that are obsolete and/or not supported</li> <li>Establishes camera and camera equipment standards</li> <li>Enables departments to strategically plan with consistent pricing year to year</li> <li>Ensures City's compliance with RCW 42.56 for video retention</li> <li>This will not add additional surveillance cameras to City of Spokane facilities, only existing camera locations and data systems will be upgraded.</li> <li>Continues the policy of all new camera locations being approved by council prior to installation</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <b>XX</b> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> <b>XX</b> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> <b>XX</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> <b>XX</b> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Evaluation Criteria - IRFP Security Cameras & Video Management Software					
	Criteria	Possible Points/Answers	Respondents		
			Absco	Camtek	EVCO
	<b>Letter of Submittal</b>				
	Included Y/N	5	N	Y	Y
	Complete per section 4.2 of IRFP (Y/N)	5	N	Y	Y
	Total	10	0	0	0
	<b>Technical &amp; Management Proposal:</b>				
	Project Approach/Methodology	15		15	10
	Quality of Work Plan	40	30	40	30
	Project Team Structure	15	5	15	15
	Internal Controls	15	5	15	10
	Staff Qualifications/Experience	20	20	20	18
	Experience of the Consultant	10	0	10	10
	References Provided	5	5	5	
	Total	120	65	120	93
	<b>Cost Proposal</b>				
	Identify all costs including expenses to be charged for performing the services.	30	15	27	20
	List staff costs and any expenses necessary to accomplish the tasks and produce the deliverables under the contract.	10		10	10
	Level of detail provided for individual costs	30		30	20
	Total	70	15	67	50
	<b>Total Score for IRFP</b>	200	80	187	143
			Reviewer's Name:		
			Date:		

**Note:**  
I would plan on some of the existing cameras being moved to a different location  
Which of course creates labor cost to move and re cable a camera

Absco

Camtek

Evco

Absco, None submitted

Absco, None submitted

Absco, None submitted

Absco does not really state what the team stru

Absco does not state who has final authority

Absco states who they are a distributor for but

Camtek using software that can work with any camera and our

Camtek brought up multiple upon multiple issues that will need to

Camtek a stremlined Project manegement team makes it easier to

Camtek Having a single point of contact for technical and one for

Absco is showing labor rates only no materials are shown

Camtek has a materials list covering the camera and

Camtek staff cost listed on materials list

Evco I see a cost proposal for the different types of cameras and the same for the server with differennt options, but I do not see

Evco I see a cost proposal for the different types of cameras and

Evaluation Criteria - IRFP Security Cameras & Video Management Software						
	Criteria	Possible Points/Answers	Respondents			Notes
			<u>Absco</u>	<u>Camtek</u>	<u>EVCO</u>	
	<b>Letter of Submittal</b>					
	Included Y/N	5	1	2	2	
	Complete per section 4.2 of IRFP (Y/N)	5	1	2	2	
	Total	10	2	4	4	
	<b>Technical &amp; Management Proposal:</b>					
	Project Approach/Methodology	15	5	5	5	
	Quality of Work Plan	40	5	20	15	
	Project Team Structure	15	4	7	4	
	Internal Controls	15	5	5	5	
	Staff Qualifications/Experience	20	5	10	5	
	Experience of the Consultant	10	2	6	2	
	References Provided	5	1	2	2	
	Total	120	27	55	38	
	<b>Cost Proposal</b>					
	Identify all costs including expenses to be charged for performing the services.	30	5	20	5	
	List staff costs and any expenses necessary to accomplish the tasks and produce the deliverables under the contract.	10	2	5	3	
	Level of detail provided for individual costs	30	8	13	9	
	Total	70	15	38	17	
	<b>Total Score for IRFP</b>	200	44	97	59	
Reviewer's Name:					Emma Wright	Date: 12/11/2018



Evaluation Criteria - IRFP Security Cameras & Video Management Software					
Criteria	Possible Points/Answers	Respondents			Notes
		<u>Absco</u>	<u>Camtek</u>	<u>EVCO</u>	
<b>Letter of Submittal</b>					
Included Y/N	5	0	5	5	
Complete per section 4.2 of IRFP (Y/N)	5	0	5	5	
Total	10	0	10	10	
<b>Technical &amp; Management Proposal:</b>					
Project Approach/Methodology	15	15	15	15	
Quality of Work Plan	40	30	40	30	
Project Team Structure	15	25	35	30	
Internal Controls	15	10	15	15	
Staff Qualifications/Experience	20	20	20	20	
Experience of the Consultant	10	10	10	10	
References Provided	5	5	5	5	
Total	120	115	140	125	
<b>Cost Proposal</b>					
Identify all costs including expenses to be charged for performing the services.	30	10			
List staff costs and any expenses necessary to accomplish the tasks and produce the deliverables under the contract.	10	0	10	10	
Level of detail provided for individual costs	30	5	30	15	
Total	70	15	40	25	
<b>Total Score for IRFP</b>	200	130	190	150	
Reviewer's Name:				Curtis Harris	Date: 12/26/2018

Evaluation Criteria - IRFP Security Cameras & Video Management Software						
	Criteria	Possible Points/Answers	Respondents			Notes
			<u>Absco</u>	<u>Camtek</u>	<u>EVCO</u>	
	<b>Letter of Submittal</b>					
	Included Y/N	5	0	5	5	no LS for Absco
	Complete per section 4.2 of IRFP (Y/N)	5	0	5	5	no LS for Absco
	Total	10	0	10	10	
	<b>Technical &amp; Management Proposal:</b>					
	Project Approach/Methodology	15	15	15	15	
	Quality of Work Plan	40	40	40	35	Absco has impressive presentation; Camtek next; then Evco
	Project Team Structure	15	15	15	15	
	Internal Controls	15	15	15	15	
	Staff Qualifications/Experience	20	20	20	20	
	Experience of the Consultant	10	10	10	10	
	References Provided	5	5	5	5	
	Total	120	120	120	115	
	<b>Cost Proposal</b>					
	Identify all costs including expenses to be charged for performing the services.	30	10	30	20	Absco has no detail; Evco some; Camtek a lot
	List staff costs and any expenses necessary to accomplish the tasks and produce the deliverables under the contract.	10	0	10	10	
	Level of detail provided for individual costs	30	10	30	20	
	Total	70	20	70	50	Hard to compare directly costs directly as each proposal is so different.
	<b>Total Score for IRFP</b>	200	140	200	165	
Reviewer's Name:					Ed Lukas	Date: 12/11/2018

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

02/25/2019

**Date Rec'd**

2/5/2019

**Clerk's File #**

OPR 2016-0329

**Renews #****Cross Ref #****Submitting Dept**INNOVATION & TECHNOLOGY  
SERVICES**Contact Name/Phone**

ERIC FINCH 625-6455

**Project #****Contact E-Mail**

EFINCH@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Purchase w/o Contract

**Requisition #**

VALUE BLANKET

**Agenda Item Name**

0330 PLESE PRINTING VB RENEWAL

**Agenda Wording**

Plese Printing, first of two one-year extensions to Value Blanket Order OPR2016-0329 for Quick Copy Work. Requesting \$10,000.00 including tax for the extension of this contract. Term is April 1, 2019 - March 31, 2020.

**Summary (Background)**

Request for Proposal #4154-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of quick copy work. Plese Printing was selected for images larger than 36" (posters, signs, maps, presentation material). Engineering has large maps printed and bound. 2018 contracted amount \$25,000.00 and usage was \$4,029.98. Original contract was for three (3) years with 2 one year extensions.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ 10,000.00

# Various Accounts

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

**Study Session**

Sus Res 2/11/19

**Division Director**

SLOON, MICHAEL

**Other****Finance**

BUSTOS, KIM

**Distribution List****Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

Contract Accounting - mdoval@spokanecity.org

**Additional Approvals**

Legal - modle@spokanecity.org

**Purchasing**

FLEIGER, NATHAN

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org; Comm -  
mfeist@spokanecity.org

Tax &amp; Licenses

Plese - order@pleseprint.com

## Briefing Paper

### Sustainable Resources Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Plese Printing for Quick Copy Work
<b>Date:</b>	February 11, 2019
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Communications – Plesse Printing for Quick Copy Work  Utilizing Various Account #'s
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	March 31, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing Quick Copy Work
<b>Background/History:</b>  Request for Proposal #4154-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of quick copy work. Plesse Printing was selected for images larger than 36" (posters, signs, maps, presentation material). Engineering has large maps printed and bound. 2018 contracted amount \$25,000.00 and usage was \$4,029.98. Original contract was for three (3) years with 2 one year extensions.	
<b>Executive Summary:</b>  <ul style="list-style-type: none"> <li>Plesse Printing, first of two one-year extensions to Value Blanket Order OPR2016-0329 for Quick Copy Work.</li> <li>Requesting \$10,000.00 including tax for the extension of this contract.</li> <li>Term is April 1, 2019 – March 31, 2020.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Washington State Department of Revenue

[Services](#)[Business Lookup](#)[PLESE PRINTING](#)

## License Information:

[New search](#)[Back to results](#)

Entity name: KPC ENTERPRISES, INC.

Business name: PLESE PRINTING

Entity type: [Profit Corporation](#)

UBI #: 601-224-919 Business ID: 001 Location ID: 0001

Location: Open

Location address: 4201 E TRENT AVE  
SPOKANE WA 99202-4430 USAMailing address: 4201 E TRENT AVE  
SPOKANE WA 99202-4430 USAExcise tax account and reseller  
permit status: [Open \(View\)](#)Secretary of State status: [Click here](#)

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
<a href="#">Spokane General Business</a>	T12056390BUS			Active	Jan-31-2020	Oct-15-2012

Governing People May include governing people not registered with Secretary of State

Governing people	Title
------------------	-------

PLESE, KIM

PLESE, VICTOR

2 Rows

## Registered Trade Names

Registered trade names	Status	First issued
PLESE PRINTING & MARKETING	Active	Jan-30-2018

The Business Lookup information is updated nightly.  
Search date and time: 2/5/2019 1:45:00 PM*Working together to fund Washington's future*

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

02/25/2019

**Date Rec'd**

1/30/2019

**Clerk's File #**

OPR 2016-0337

**Renews #****Cross Ref #****Submitting Dept**INNOVATION & TECHNOLOGY  
SERVICES**Contact Name/Phone**

ERIC FINCH 625-6455

**Project #****Contact E-Mail**

EFINCH@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Purchase w/o Contract

**Requisition #**

VALUE BLANKET

**Agenda Item Name**

0330 ABADAN VB RENEWAL

**Agenda Wording**

Abadan Reprographics, first of two one-year extensions to Value Blanket Order OPR2016-0337 for Quick Copy Work. Requesting \$80,000.00 including tax for the extension of this contract. Term is April 1, 2019 - March 31, 2020.

**Summary (Background)**

Request for Proposal #4154-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of quick copy work. Abadan Reprographics was selected for images larger than 36" (posters, signs, maps, presentation material). Engineering has large maps printed and bound. 2018 contracted amount \$100,000.00. Original contract was for three (3) years with 2 one year extensions.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ 80,000.00

# Various Accounts

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

**Study Session**

Sus Res 2/11/19

**Division Director**

SLOON, MICHAEL

**Other****Finance**

BUSTOS, KIM

**Distribution List****Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

Contract Accounting - mdoval@spokanecity.org

**Additional Approvals**

Legal - modle@spokanecity.org

**Purchasing**

FLEIGER, NATHAN

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org; Comm -  
mfeist@spokanecity.org

Tax &amp; Licenses

Abadan - mouchett@abadanspokane.com

## Briefing Paper

### Sustainable Resources Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Abadan Reprographics for Quick Copy Work
<b>Date:</b>	February 11, 2019
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Communications – Abadan Reprographics for Quick Copy Work  Utilizing Various Account #'s
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	March 31, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing Quick Copy Work
<b>Background/History:</b>  Request for Proposal #4154-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of quick copy work. Abadan Reprographics was selected for images larger than 36" (posters, signs, maps, presentation material). Engineering has large maps printed and bound. 2018 contracted amount \$100,000.00. Original contract for was three (3) years with 2 one year extensions.	
<b>Executive Summary:</b>  <ul style="list-style-type: none"> <li>Abadan Reprographics, first of two one-year extensions to Value Blanket Order OPR2016-0337 for Quick Copy Work.</li> <li>Requesting \$80,000.00 including tax for the extension of this contract.</li> <li>Term is April 1, 2019 – March 31, 2020.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

DETACH BEFORE POSTING



STATE OF  
WASHINGTON  
Corporation

## BUSINESS LICENSE

BUSINESS EQUIPMENT CENTER, INC.  
ABADAN REPROGRAPHICS  
603 E 2ND AVE  
SPOKANE, WA 99202-2201  
TAX REGISTRATION - ACTIVE

Unified Business ID #: 601775972  
Business ID #: 001  
Location: 0001  
Expires: Mar 31, 2019

CITY ENDORSEMENTS:  
SPOKANE GENERAL BUSINESS #T12023677BUS - ACTIVE

REGISTERED TRADE NAMES:  
ABADAN REPROGRAPHICS

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

Director, Department of Revenue

UBI: 601775972 001 0001

BUSINESS EQUIPMENT CENTER,  
INC.  
ABADAN REPROGRAPHICS  
603 E 2ND AVE  
SPOKANE, WA 99202-2201

TAX REGISTRATION - ACTIVE  
SPOKANE GENERAL BUSINESS  
#T12023677BUS - ACTIVE

Expires: Mar 31, 2019



Director, Department of Revenue

DETACH THIS SECTION FOR YOUR WALLET



## IMPORTANT!

### PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

#### General Information

- Post this Business License in a visible location at your place of business.
- If you were issued a Business License previously, **destroy the old one and post this one in its place.**
- All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees that may apply.

If there is no expiration date, the endorsements remain active as long as you continue required reporting (see Endorsements).

- Login to **My DOR** at [business.wa.gov/BLS](http://business.wa.gov/BLS) if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 1-800-451-7985

#### Endorsements

Although tax registration, unemployment, and industrial insurance endorsements appear on your Business License, the registration with the agencies that govern these endorsements is not complete until they have established an account for your business.

Each registering agency requires you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

#### Corporations, limited liability companies, etc.

You must submit a Business License Application **and** file with the Corporations Division of the Secretary of State before you can legally operate as a corporation, limited liability company, or other business organization type that requires registration. If you have any questions, call (360) 725-0377.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call 1-800-451-7985. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (04/14/16)



NORTVIT-01

SGEJUN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2018

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).

<b>PRODUCER</b> Spokane Office PayneWest Insurance, Inc. 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	<b>CONTACT NAME:</b> Susan Geuin	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> sgeuin@paynewest.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A :</b> The Cincinnati Insurance Company	<b>10677</b>
<b>INSURED</b>  Abadan Reprographics PO Box 224 Spokane, WA 99210	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

## 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EPP0184812	03/08/2018	03/08/2019	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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0184812	03/08/2018	03/08/2019	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 type="checkbox"/> RETENTION \$			EPP0184812	03/08/2018	03/08/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> 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)

## CERTIFICATE HOLDER

## CANCELLATION

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

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

02/25/2019

**Date Rec'd**

2/5/2019

**Clerk's File #**

OPR 2016-0336

**Renews #****Cross Ref #****Submitting Dept**INNOVATION & TECHNOLOGY  
SERVICES**Contact Name/Phone**

ERIC FINCH 625-6455

**Project #****Contact E-Mail**

EFINCH@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Purchase w/o Contract

**Requisition #**

VALUE BLANKET

**Agenda Item Name**

0330 GARLAND PRINTING VB RENEWAL

**Agenda Wording**

Garland Printing Company, first of two one-year extensions to Value Blanket Order OPR2016-0336 for Print and Graphic Work. Requesting \$10,000.00 including tax for the extension of this contract. Term is April 1, 2019 - March 31, 2020.

**Summary (Background)**

Request for Proposal #4182-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of print and graphic work. Garland Printing Co. was selected for a Web Press (Newspaper Press) capability that allows for inexpensive publications such as the Park Class Schedules. 2018 contracted amount \$100,000.00 and usage was \$6,242.84. Original contract was for three (3) years with 2 one year extensions.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ 10,000.00

# Various Accounts

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

**Study Session**

Sus Res 2/11/19

**Division Director**

SLOON, MICHAEL

**Other****Finance**

BUSTOS, KIM

**Distribution List****Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

Contract Accounting - mdoval@spokanecity.org

**Additional Approvals**

Legal - modle@spokanecity.org

**Purchasing**

FLEIGER, NATHAN

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org; Comm -  
mfeist@spokanecity.org

Tax &amp; Licenses

Garland - marks@garlandprinting.com

## Briefing Paper

### Sustainable Resources Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Garland Printing Company for Print Work
<b>Date:</b>	February 11, 2019
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Communications – Garland Printing Company for Print Work  Utilizing Various Account #'s
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	March 31, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing Print & Graphic Work
<b>Background/History:</b>  Request for Proposal #4182-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of print and graphic work. Garland Printing Co. was selected for a Web Press (Newspaper Press) capability that allows for inexpensive publications such as the Park Class Schedules. 2018 contracted amount \$100,000.00 and usage was \$6,242.84. Original contract was for three (3) years with 2 one year extensions.	
<b>Executive Summary:</b>  <ul style="list-style-type: none"> <li>Garland Printing Company, first of two one-year extensions to Value Blanket Order OPR2016-0336 for Print and Graphic Work.</li> <li>Requesting \$10,000.00 including tax for the extension of this contract.</li> <li>Term is April 1, 2019 – March 31, 2020.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Washington State Department of Revenue

[Services](#)[Business Lookup](#)[GARLAND PRINTING INC](#)

## License Information:

[New search](#)[Back to results](#)

Entity name: GARLAND PRINTING, INC.

Business name: GARLAND PRINTING INC

Entity type: [Profit Corporation](#)

UBI #: 600-295-012 Business ID: 001 Location ID: 0001

Location: Open

Location address: 833 W GARLAND AVE  
SPOKANE WA 99205-2818 USAMailing address: 833 W GARLAND AVE  
SPOKANE WA 99205-2818 USAExcise tax account and reseller  
permit status: [Open \(View\)](#)Secretary of State status: [Click here](#)

## Endorsements

<a href="#">Endorsements held at this location</a>	<a href="#">License #</a>	<a href="#">Count</a>	<a href="#">Details</a>	<a href="#">Status</a>	<a href="#">Expiration date</a>	<a href="#">First issuance dat</a>
<a href="#">Spokane General Business</a>	T12007712BUS			Active	Sep-30-2019	Oct-15-2012

Governing People May include governing people not registered with Secretary of State

<a href="#">Governing people</a>	<a href="#">Title</a>
----------------------------------	-----------------------

SLEIZER, MARK

SLEIZER, MARK

2 Rows

The Business Lookup information is updated nightly.  
Search date and time: 2/5/2019 1:24:05 PM*Working together to fund Washington's future*

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

02/25/2019

**Date Rec'd**

2/4/2019

**Clerk's File #**

OPR 2016-0335

**Renews #****Cross Ref #****Submitting Dept**INNOVATION & TECHNOLOGY  
SERVICES**Contact Name/Phone**

ERIC FINCH 625-6455

**Project #****Contact E-Mail**

EFINCH@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Purchase w/o Contract

**Requisition #**

VALUE BLANKET

**Agenda Item Name**

0330 COPY RITE VB RENEWAL

**Agenda Wording**

Copy-Rite Inc., first of two one-year extensions to Value Blanket Order OPR2016-0335 for Print and Graphic Work. Requesting \$10,000.00 including tax for the extension of this contract. Term is April 1, 2019 - March 31, 2020.

**Summary (Background)**

Request for Proposal #4182-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of print and graphic work. Copy-Rite Inc. was selected for time sensitive work or when the printed sheet requires a size larger than 12"x18". 2018 contracted amount \$25,000.00 and usage was \$2,934.34. Original contract was for three (3) years with 2 one year extensions.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ 10,000.00

# Various Accounts

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

**Study Session**

Sus Res 2/11/19

**Division Director**

SLOON, MICHAEL

**Other****Finance**

BUSTOS, KIM

**Distribution List****Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

Contract Accounting - mdoval@spokanecity.org

**Additional Approvals**

Legal - modle@spokanecity.org

**Purchasing**

FLEIGER, NATHAN

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org; Comm -  
mfeist@spokanecity.org

Tax &amp; Licenses

Copy-Rite - print@copy-rite.com

## Briefing Paper

### Sustainable Resources Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Copy-Rite Inc. for Print Work
<b>Date:</b>	February 11, 2019
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Communications – Copy-Rite Inc. for Print Work  Utilizing Various Account #'s
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	March 31, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing Print & Graphic Work
<b>Background/History:</b>  Request for Proposal #4182-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of print and graphic work. Copy-Rite Inc. was selected for time sensitive work or when the printed sheet requires a size larger than 12"x18". 2018 contracted amount \$25,000.00 and usage was \$2,934.34. Original contract was for three (3) years with 2 one year extensions.	
<b>Executive Summary:</b>  <ul style="list-style-type: none"> <li>Copy-Rite Inc., first of two one-year extensions to Value Blanket Order OPR2016-0335 for Print and Graphic Work.</li> <li>Requesting \$10,000.00 including tax for the extension of this contract.</li> <li>Term is April 1, 2019 – March 31, 2020.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



STATE OF  
WASHINGTON

# BUSINESS LICENSE

Unified Business ID #: 328054786

Business ID #: 001

Location: 0001

Expires: Apr 30, 2019

Corporation

COPY-RITE, INC.  
COPY-RITE INC  
1108 W 2ND AVE  
SPOKANE, WA 99201-4506

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION #328-054-786 - ACTIVE

## CITY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS #T12009019BUS - ACTIVE

## LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 328054786 001 0001

COPY-RITE, INC.  
COPY-RITE INC  
1108 W 2ND AVE  
SPOKANE, WA 99201-4506

UNEMPLOYMENT INSURANCE -  
ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION #328-054-786 -  
ACTIVE  
SPOKANE GENERAL BUSINESS  
#T12009019BUS - ACTIVE

Expires: Apr 30, 2019



## BUSINESSOWNERS

Issuing Company    Liberty Mutual  
Policy Number      BZS59260170  
Policy Term        10/29/2018 to 10/29/2019

### Named Insureds

<b>Insured</b>	<b>Interest</b>
Copy Rite Inc.	First Named Insured

### Location Coverages

<b>Loc</b>	<b>Bldg</b>	<b>Description</b>	<b>Limit</b>	<b>Deductible</b>
1	1	1108 W 2nd Ave, Spokane, WA 99201		
		Building	\$1,231,048	\$1,000
		Personal Property	\$1,103,440	\$1,000
		Business Income ALS 12 Month		

### Liability Coverages

<b>Description</b>	<b>Limit</b>
Bodily Injury and Property Damage Per Occurrence	\$1,000,000
Bodily Injury and Property Damage - Annual Aggregate	\$2,000,000
Medical Expense Per Person	\$15,000
Personal Injury and Advertising Liability	\$1,000,000
Products / Completed Operations Aggregate	\$2,000,000
Tenants Legal Liability	\$1,000,000
EPL	\$50,000
PRINTERS E & O	\$1,000,000
WA STOP GAP	\$500,000



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

02/25/2019

**Date Rec'd**

1/30/2019

**Clerk's File #**

OPR 2016-0334

**Renews #****Cross Ref #****Submitting Dept**INNOVATION & TECHNOLOGY  
SERVICES**Contact Name/Phone**

ERIC FINCH 625-6455

**Project #****Contact E-Mail**

EFINCH@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Purchase w/o Contract

**Requisition #**

VALUE BLANKET

**Agenda Item Name**

0330 ALLIED ENVELOPE VB RENEWAL

**Agenda Wording**

Allied Envelope Co., first of two one-year extensions to Value Blanket Order OPR2016-0334 for Print and Graphic Work. Requesting \$100,000.00 including tax for the extension of this contract. Term is April 1, 2019 - March 31, 2020.

**Summary (Background)**

Request for Proposal #4182-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of print and graphic work. Allied Envelope Co. prints all envelopes due to large volume pricing. 2018 contracted amount was \$100,000.00 and usage was \$74,478.09. Original contract was for three (3) years with 2 one year extensions.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ 100,000.00

# Various Accounts

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

**Study Session**

Sus Res 2/11/19

**Division Director**

SLOON, MICHAEL

**Other****Finance**

BUSTOS, KIM

**Distribution List****Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

Contract Accounting - mdoval@spokanecity.org

**Additional Approvals**

Legal - modle@spokanecity.org

**Purchasing**

FLEIGER, NATHAN

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org; Comm -  
mfeist@spokanecity.org

Tax &amp; Licenses

Allied Envelope - dpierce@allied-envelope.com

## Briefing Paper

### Sustainable Resources Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Allied Envelopes Co. for Print Work
<b>Date:</b>	February 11, 2019
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Communications – Allied Envelope Co. for Print Work  Utilizing Various Account #'s
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	March 31, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing Print & Graphic Work
<b>Background/History:</b>  Request for Proposal #4182-15 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of print and graphic work. Allied Envelope Co. prints all envelopes due to large volume pricing. 2018 contracted amount was \$100,000.00 and usage was \$74,478.09. Original contract was for three (3) years with 2 one year extensions.	
<b>Executive Summary:</b>  <ul style="list-style-type: none"> <li>Allied Envelope Co., first of two one-year extensions to Value Blanket Order OPR2016-0334 for Print and Graphic Work.</li> <li>Requesting \$100,000.00 including tax for the extension of this contract.</li> <li>Term is April 1, 2019 – March 31, 2020</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



STATE OF  
WASHINGTON

## BUSINESS LICENSE

Corporation

ALLIED ENVELOPE COMPANY - SPOKANE  
ALLIED ENVELOPE CO SPOKANE  
1515 W COLLEGE AVE  
SPOKANE, WA 99201-1917

UNEMPLOYMENT INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Unified Business ID #: 600443894

Business ID #: 001

Location: 0001

Expires: Oct 31, 2019

### CITY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS #T12016503BUS - ACTIVE

### LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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

Director, Department of Revenue

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/31/2019

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 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).

<b>PRODUCER</b> <b>Moreton &amp; Company - Idaho</b> <b>P.O. Box 191030</b> <b>Boise, ID 83719</b> <b>208 321-9300</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 208 321-9300</b> <b>FAX (A/C, No): 208-321-0101</b> <b>E-MAIL ADDRESS:</b> <table border="1"> <tr> <th data-bbox="816 426 1433 447">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1442 426 1572 447">NAIC #</th> </tr> <tr> <td data-bbox="816 457 1433 478">INSURER A : Ohio Security Insurance Company</td> <td data-bbox="1442 457 1572 478"></td> </tr> <tr> <td data-bbox="816 489 1433 510">INSURER B :</td> <td data-bbox="1442 489 1572 510"></td> </tr> <tr> <td data-bbox="816 520 1433 541">INSURER C :</td> <td data-bbox="1442 520 1572 541"></td> </tr> <tr> <td data-bbox="816 552 1433 573">INSURER D :</td> <td data-bbox="1442 552 1572 573"></td> </tr> <tr> <td data-bbox="816 583 1433 604">INSURER E :</td> <td data-bbox="1442 583 1572 604"></td> </tr> <tr> <td data-bbox="816 615 1433 636">INSURER F :</td> <td data-bbox="1442 615 1572 636"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Security Insurance Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Ohio Security Insurance Company															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> <b>AMR Allied dba Allied Envelope</b> <b>634 N. Five Mile Road</b> <b>Boise, ID 83713-6395</b>															

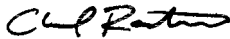
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZS54745921	05/14/2018	05/14/2019	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>2,000,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>2,000,000</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) 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)

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Spokane</b> <b>808 W. Spokane Falls Blvd</b> <b>Spokane, WA 99201</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
--	--



**Agenda Sheet for City Council Meeting**  
**of:**  
02/25/2019

<b><u>Date Rec'd</u></b>	2/4/2019
<b><u>Clerk's File #</u></b>	CPR 1981-0122
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	MAYOR
<b><u>Contact Name/Phone</u></b>	BRANDY COTE 625-6774
<b><u>Contact E-Mail</u></b>	BCOTE@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Boards and Commissions Appointments
<b><u>Agenda Item Name</u></b>	0520 TWO APPOINTMENTS TO THE HISTORIC LANDMARKS COMMISSION

**Agenda Wording**

Appointment of 2 members to the Historic Landmarks Commission each for a term of 1/1/19 - 12/31/2021:  
Austin Dickey (architect) and Ray Rast (historian).

**Summary (Background)**

Appointment of 2 members to the Historic Landmarks Commission each for a term of 1/1/19 - 12/31/2021:  
Austin Dickey (architect) and Ray Rast (historian).

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	COTE, BRANDY	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		bcote@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	mduvall@spokanecity.org	
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			

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

02/25/2019

**Date Rec'd**

2/5/2019

**Clerk's File #**

CPR 1981-0400

**Renews #****Cross Ref #****Submitting Dept**

MAYOR

**Contact Name/Phone**

BRANDY COTE 625-6774

**Project #****Contact E-Mail**

BCOTE@SPOKANECITY.ORG

**Bid #****Agenda Item Type**Boards and Commissions  
Appointments**Requisition #****Agenda Item Name**

0520 REAPPOINTMENT TO THE LIBRARY BOARD OF TRUSTEES

**Agenda Wording**

Reappointment of Mary Starkey to the Spokane Public Library Board of Trustees, term from 04/01/2019 - 03/21/2024.

**Summary (Background)**

Reappointment of Mary Starkey to the Spokane Public Library Board of Trustees, term from 04/01/2019 - 03/21/2024.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

**Study Session****Division Director****Other****Finance****Distribution List****Legal**

bcote@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

rbarden@spokanelibrary.org

**Additional Approvals****Purchasing**

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

02/25/2019

**Date Rec'd**

2/6/2019

**Clerk's File #**

CPR 2012-0033

**Renews #****Cross Ref #****Submitting Dept**

MAYOR

**Contact Name/Phone**

BRANDY COTE 625-6774

**Project #****Contact E-Mail**

BCOTE@SPOKANECITY.ORG

**Bid #****Agenda Item Type**Boards and Commissions  
Appointments**Requisition #****Agenda Item Name**

0520 CHHS BOARD APPOINTMENTS

**Agenda Wording**

CHHS Board: reappointment of Anne Stuyvesant-Whigham for a term of 4/19/19 - 4/18/22, and new appointment of Melody Dunn as the Community Assembly Liaison from 3/1/19 - 2/28/22.

**Summary (Background)**

CHHS Board: reappointment of Anne Stuyvesant-Whigham for a term of 4/19/19 - 4/18/22, and new appointment of Melody Dunn as the Community Assembly Liaison from 3/1/19 - 2/28/22.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

**Study Session****Division Director****Other****Finance****Distribution List****Legal**

bcote@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kkeen@spokanecity.org

**Additional Approvals**

kburnett@spokanecity.org

**Purchasing**



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

02/25/2019

**Date Rec'd**

2/4/2019

**Clerk's File #**

RES 2019-0010

**Renews #****Submitting Dept**

PLANNING

**Cross Ref #****Contact Name/Phone**

HEATHER 625-6854

**Project #****Contact E-Mail**

HTRAUTMAN@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

0650 - A RESOLUTION APPROVING THE PLAN COMMISSION'S 2019-2020

**Agenda Wording**

Resolution approving the Plan Commission's 2019-2020 Work Program.

**Summary (Background)**

Pursuant to SMC 4.12.080, the City Council adopts by resolution an annual work program, which assigns certain policy and planning issues for consideration by the Plan Commission; and SMC 4.12.080 requires that the Plan Commission shall, when requested by City Council resolution, solicit information and comment from the public about planning goals and policies or plans for the City,

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

TRAUTMAN, HEATHER

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

CORTRIGHT, CARLY

**Other**

Joint PC/CC Mtg - 12-6-

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

RICHTMAN, JAMES

htrautman@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

jrichtman@spokanecity.org

**Additional Approvals**

sbishop@spokanecity.org

**Purchasing****CITY COUNCIL**

MCDANIEL, ADAM



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

**Agenda Wording**

**Summary (Background)**

and report to the City Council its recommendations and a summary and analysis of the comments received from the public. There was a joint City Council/Plan Commission Meeting December 6, 2018 to review and discuss the Work Program.

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

**Distribution List**


**RESOLUTION NO. 2019-0010**

A resolution approving the Plan Commission's 2019-2020 Work Program.

**WHEREAS**, pursuant to SMC 4.12.080, the City Council adopts by resolution an annual work program, which assigns certain policy and planning issues for consideration by the Plan Commission; and

**WHEREAS**, SMC 4.12.080 requires that the Plan Commission shall, when requested by City Council resolution, solicit information and comment from the public about planning goals and policies or plans for the City, and report to the City Council its recommendations and a summary and analysis of the comments received from the public; and

**WHEREAS**, the City Council and the Plan Commission met on December 6, 2018 to review and discuss the proposed Plan Commission 2019-2020 Work Program.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby adopts the Plan Commission's 2019-2020 Work Program as set forth in Attachment A and approves of the work program for assigned policy and planning issues for consideration by the Plan Commission for 2019-2020.

**BE IT ALSO RESOLVED** that the City Council recognizes that work assignments can change throughout the year and, therefore, calls upon the Plan Commission President, the Planning Director, and the City Council liaison to the Plan Commission to coordinate the implementation of the work program.

**BE IT FURTHER RESOLVED** that the Council and the Plan Commission commit to review the 2019-2020 Work Program periodically to determine if further revisions to the Work Program are necessary.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk

Approved as to form:

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

CITY OF SPOKANE

# Plan Commission- City Council

## 2019-2020 Work Plan



808 W. Spokane Falls Blvd.  
Spokane, WA 99201

## One Vision. One Plan. One Voice.

The City of Spokane Joint Administration-Council 6-Year Strategic Plan provides guidance to our investments and follows the vision of the City's Comprehensive Plan to provide a safe, diverse, resilient, sustainable, and growing City. The goals of innovative infrastructure, safe and healthy, urban experience and sustainable resources are implemented through actions embodied in this work plan that work towards the strategic outcomes of: Increased Median Household Income, Increased Property Values, Safest Like-Sized City, Increased Livable-Wage Jobs, Increased Bond Rating, Increased Population Growth and Increased Social Capital.



## 2019-2020 Work Plan

Recognizing that any of the action steps for the Strategic Plan as well as the programs and projects are multi-year initiatives, the Plan Commission-City Council Work Program is moving to a two year cycle to ensure alignment of resources and management of the Plan Commission's work calendar.

Action Items	Project Status	Plan Commission Review	Project Completion
<b>Safe and Healthy</b>			
Implement Minimum Quality Housing Standards (Property Maintenance Code)	In Progress	Q1-2019	Q2-2019
<b>Urban Experience</b>			
Spokane River Shoreline Vision Plan	In Progress	Q4-2019	Q1-2020
Shoreline Master Plan Update	Q1-2020	Q3-2020	Q2-2021
Downtown Parking Action Plan	In Progress	Q4-2018	Q1-2019
Downtown Plan	In Progress	Q4-2019	Q1-2020
Downtown Design Guidelines & Development Standards	Q1-2020	Q3-2020	Q4-2020
North River Bank Sub-Area Plan, Design Guidelines, Development Standards	In Progress	Q1/2-2019	Q3 - 2019
Division Re-Vision	Q1-2020	Q4-2020	Q4-2021
District 1 - U-District Sub-Area & Development Standards	In Progress	Q2-2019	Q3-2019
District 2 - 29 <sup>th</sup> & Grand Center Plan	Q2-2019	Q1-2020	Q2-2020
District 3 - Monroe Corridor	Q1-2019	Q4-2019	Q1-2020
Center Zoning Pilot - Perry	Q2-2019	Q4-2019	Q1-2020
Center Zoning Pilot - Monroe	Q2-2019	Q4-2019	Q1-2020
Central City Line Overlay implementation (Parking & Zoning)	Q4-2018	Q3-2019	Q4-2019
Audubon-Downriver/Northwest - Neighborhood Plan	In Progress	Q3-2019	Q4-2019
Minnehaha - Neighborhood Plan	In Progress	Q4-2019	Q4-2019
Neighborhood Plan* - Shiloh Hills, Balboa/S. Indian Trail, Latah/Hangman	Q3-2019	Q3-2020	Q4-2020
Infill - Corner Lot Splits	Q1-2019	Q2-2019	Q2-2019
Infill - Design Standard CA4	Q1-2019	Q2-2019	Q2-2019
Annual Amendments	Q4-2018/2019	Q2/3 2019/2020	Q4-2019/2020
<b>2019 Cycle</b>			
-LU 1.8	Q4-2018	Q2/3 - 2019	Q4-2019
-Transit Oriented Development			
Emergency Amendment - Crestline	In Progress	Q2-2019	Q3-2019

Innovative Infrastructure			
6-Year Transportation Plan Update	Q2- 2019/2020	Q3- 2019/2020	Q4- 2019/2020
6-Year Capital Improvement Plan Update	Q2- 2019/2020	Q3- 2019/2020	Q4- 2019/2020
Capital Facilities Chapter Update – Water	In Progress	Q3-2019	Q3-2020
Capital Facilities Chapter Update – Waste Water	In Progress	Q4-2019	Q4-2020
Street Standards Update (including Bicycle Standards)	In Progress	Q2-2019	Q4-2019
Impact Fees	In Progress	2019	2019
* - Tentative Timeline for Neighborhood Councils that are ready to plan			

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

02/25/2019

**Date Rec'd**

2/12/2019

**Clerk's File #**

RES 2019-0012

**Renews #****Cross Ref #****Submitting Dept**NEIGHBORHOOD SERVICES & CODE  
ENFORCEMENT**Contact Name/Phone**

KATIE MYERS 625-6733

**Project #****Contact E-Mail**

KMYERS@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

0550 - TRAFFIC CALMING CYCLE 8 (2018) APPLICATION APPROVAL

**Agenda Wording**

A resolution regarding approval of traffic calming projects from cycle 8 (2018) applications to be paid through the Traffic Calming Measures Fund.

**Summary (Background)**

This resolution lists the cycle 8 (2018) traffic calming projects that have been preliminarily approved by the Council Traffic Calming Subcommittee, for design, engineering and construction using funds from the Traffic Calming Measures Fund.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ 1,050,000

# 1380 - various

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

TRAUTMAN, HEATHER

**Division Director**

CORTRIGHT, CARLY

**Council Notifications****Study Session****Other**Urban Experience  
2/11/19**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

DALTON, PAT

kmyers@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

inote@spokanecity.org

**Additional Approvals**

bturner@spokanecity.org

**Purchasing**

htrautman@spokanecity.org

**CITY COUNCIL**

MCDANIEL, ADAM

sbishop@spokanecity.org

korlob@spokanecity.org



## RESOLUTION 2019 - 0012

A resolution regarding approval of traffic calming projects from cycle 8 (2018) applications to be paid through the Traffic Calming Measures Fund.

WHEREAS, the City Council has adopted Resolution Nos. 2014-0032 and 2010-0001 regarding the allocation of funds generated from automated traffic safety cameras.

WHEREAS, the funds generated from automated traffic safety cameras are designed for neighborhood traffic calming projects which the neighborhoods themselves apply for; and

WHEREAS, neighborhoods have worked with city staff and City Council to finalize a list from cycle 8 (2018) applications submitted to the City of Spokane. Now, therefore –

BE IT RESOLVED that the list of approved traffic calming projects for cycle 8 (2018) are as follows:

### District 1

- Chief Garry Park: Wandering sidewalk in the west end of Chief Garry Park, from Mission to Sinto, connecting to the proposed new STA City Central Line \$160,000.
- Chief Garry Park: Sidewalks on Cook St., from Nora to Mission, \$175,000.
- Nevada Heights: Interactive speed feedback signs at Nevada & Everett, \$30,000.

Total for District 1: \$365,000.

### District 2

- Browne's Addition: 2nd & Cannon – enhanced pedestrian crossing at Oak, \$20,000.
- Cliff/Cannon: Cedar & 14<sup>th</sup> – pedestrian refuge island, \$60,000.
- Grandview/Thorpe: Infill sidewalk on Milton St. from 14<sup>th</sup> to 15<sup>th</sup> Ave. \$190,000.
- Manito/Cannon Hill: Bernard & 25<sup>th</sup> – bump out and marked crosswalk, \$55,000.

Total for District 2: \$325,000.

### District 3

- Emerson/Garfield: Post St. – Waverly Pl. to Cleveland Ave. – install a marked crosswalk and Rectangular Rapid Flash Pedestrian Crossing Beacon (RRFB), \$50,000.
- Five Mile: Install infill sidewalk on Strong Road, from the proposed new Roundabout to existing pedestrian pathway that leads to Sky Prairie Park., \$100,000.
- North Hill: Post & Gordon intersection – Infill sidewalk and ADA ramps, \$80,000.
- Northwest: Interactive speed feedback signs, on Assembly approximately in front of Dwight Merkel Sports Complex, \$30,000.
- Northwest: Install infill sidewalk on the south end of Loma Vista Park, \$100,000.

Total for District 3: \$360,000.

**Total Cost for all recommended projects to be charged to the Traffic Calming Measure Fund:**  
**\$1,050,000.**

ADOPTED by the City Council \_\_\_\_\_ day of February 2019

\_\_\_\_\_  
City Clerk

Approved as to Form:

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

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

02/25/2019

**Date Rec'd**

2/12/2019

**Clerk's File #**

RES 2019-0013

**Renews #****Submitting Dept**

NEIGHBORHOOD SERVICES &amp; CODE

**Contact Name/Phone**

KATIE MYERS 625-6733

**Contact E-Mail**

KMYERS@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Cross Ref #****Project #****Bid #****Requisition #****Agenda Item Name**

0550 - SCHOOL SAFETY PROGRAM 2018 APPLICATION APPROVAL

**Agenda Wording**

A resolution regarding the approval of school safety projects from 2018 applications to be paid through the School Radar Fund.

**Summary (Background)**

This resolution lists the school safety applications received in 2018 that have been preliminarily approved by the Council Traffic Calming Subcommittee, for design, engineering and construction using funds from the School Radar Fund.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ 2,193,000

# 1380 - various

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

TRAUTMAN, HEATHER

**Division Director**

CORTRIGHT, CARLY

**Finance**

ORLOB, KIMBERLY

**Legal**

DALTON, PAT

**For the Mayor**

ORMSBY, MICHAEL

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

Urban Experience

**Distribution List**

kmyers@spokanecity.org

inote@spokanecity.org

bturner@spokanecity.org

htrautman@spokanecity.org

sbishop@spokanecity.org

Korlob@spokanecity.org

**Additional Approvals****Purchasing****CITY COUNCIL**

MCDANIEL, ADAM



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

**Agenda Wording**

**Summary (Background)**

these will be forwarded to the Plan Commission for full review, and it will forward individual recommendations to the City Council. The committee recommended that two Applications not be added to the work program, and recommended one Application be deferred until the 2020 amendment early threshold review decision. Two additional Council-sponsored text amendment requests are also included in the proposed work program.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


## RESOLUTION 2019 - 0013

A resolution regarding approval of school safety projects from 2018 applications to be paid through the School Radar Fund.

WHEREAS, the City Council has adopted Resolution No. 2017-0106 regarding the allocation of funds generated from automated school radar cameras.

WHEREAS, the funds generated from automated school radar cameras are designed for school safety improvements throughout the City;

WHEREAS, Spokane Public Schools, the Heath District, and neighborhoods have worked with city staff and the City Council to finalize a list of school safety applications submitted to the City of Spokane. Now, therefore –

BE IT RESOLVED that the list of approved school safety projects from 2018 are as follows:

### City Wide Projects

- Spokane Public Schools: City wide - store and distribute multi-sport certified helmets for biking and skateboarding, \$5,000.
- GIS Mapping by City forces to add preferred routes to school to the City GIS map, \$50,000.

Total for City Wide Projects: 55,000

### District 1 Projects

- Nevada Heights: Rogers High School - Perry St - Infill sidewalks from Empire to Wellesley, \$220,000.
- Whitman Neighborhood Council: Whitman Elementary, Pittsburg - Infill sidewalks from Everett to Queen, \$230,000.
- Integrated Capital Management (ICM): Pride Prep – Install a Rectangular Rapid Flash Pedestrian Crossing Beacon (RRFB) across Sprague just east of Scott Street at the existing pedestrian crossing, \$60,000.
- Spokane Public Schools: Arlington Elementary – Replace existing overhead school crossing lights and existing school 20 MPH speed zone on Francis with a 20 MPH When Flashing device, \$24,000.
- Spokane Public Schools: Arlington Elementary - Install separated sidewalks and street trees on Weile - Pittsburg to Crestline, \$225,000.
- Spokane Public Schools: Arlington Elementary - Install sidewalks and pave Vanetta - Napa to Crestline \$300,000.
- Spokane Public Schools: Rogers High School - Replace existing 20MPH school zone on Wellesley with a 20 MPH When Flashing device, \$22,000.
- Spokane Public Schools: Rogers High School – Install a new RRFB on west leg of Helena & Wellesley, \$60,000.

Total for District 1 Projects: \$1,141,000.

District 2 Projects

- Rockwood Neighborhood Council: Hutton Elementary – install a test speed hump at Garfield & 24<sup>th</sup> and perform effectiveness study, \$110,000.
- Spokane Public Schools: Lincoln Heights Elementary, move crosswalk to south leg of Freya and 22<sup>nd</sup>, \$5,000.
- Spokane Public Schools: Lincoln Heights Elementary - Install sidewalks on east side of Thor - 21st to 22nd adjust crosswalks, \$70,000.
- Spokane Public Schools: Lincoln Heights Elementary - Install sidewalks on north side of 23rd - Thor to Freya, \$145,000.
- Spokane Public Schools: Hamblen Elementary - Install sidewalks on one side of Crestline – 34<sup>th</sup> - 37<sup>th</sup>, \$200,000.
- Spokane Public Schools: Sheridan Elementary - Install standard City of Spokane crosswalk, school crossing, at Hartson and Freya \$5,000.
- Spokane Public Schools: Ferris High School - Replace existing 20MPH school zone on 37<sup>th</sup> and on Regal, with a 20 MPH When Flashing device, \$44,000.
- Spokane Public Schools: Lewis & Clark High School – move the existing crosswalk from the south to the north leg of 5th & Washington, Install school signs, and a 20 MPH When Flashing device, \$35,000.

Total for District 2 Projects: \$614,000.

District 3 Projects

- North Hill Neighborhood Council: Madison Elementary - Install sidewalk on north side of Rowan - Howard to Stevens, \$50,000.
- North Hill Neighborhood Council: Madison Elementary – Phase 1 – Install wandering sidewalk in Franklin Park (Phase 1 on the west side of the park and move current crosswalk at Whitehouse and Queen from the west leg to the east leg. Phase 2 will be wandering sidewalk in the south side of the park and will be implemented by the Parks Department, \$195,000.
- Balboa/SIT Neighborhood Council: Assumption School – change the existing overhead school crossing and existing school signing to a pedestrian RRFB, \$50,000.
- Spokane Public Schools: Salk Middle School – Install a 20 MPH When Flashing device on Alberta, north of Francis for the school, \$22,000.
- Spokane Public Schools: Shadle High School – Replace existing 20MPH school zone on Ash with a 20 MPH When Flashing device, \$22,000.
- Spokane Public Schools: North Central High School – Replace existing 20MPH school zone on Maxwell and on Howard with a 20 MPH When Flashing device, \$44,000.

Total for District 3 Projects: \$383,000.

**Total Cost for all recommended projects to be charged to the School Radar Fund: \$2,193,000.00**

ADOPTED by the City Council \_\_\_\_\_ day of February 2019

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City Clerk

Approved as to Form:

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Assistant City Attorney

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

02/25/2019

**Date Rec'd**

2/4/2019

**Clerk's File #**

RES 2019-0014

**Renews #****Cross Ref #****Submitting Dept**

CITY COUNCIL

**Contact Name/Phone**

BREEAN BEGGS 625-6254

**Project #****Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

0320 - RESOLUTION SUPPORTING THE CIVIL JUSTICE REINVESTMENT PLAN

**Agenda Wording**

This resolution expresses the City Council's support for the full implementation of the 2016 Civil Justice Reinvestment Plan.

**Summary (Background)**

Civil legal aid is essential to preserve, protect, and defend the rights, safety, and security of low-income people and families in the City of Spokane. The City supports full implementation of the 2016 Civil Justice Reinvestment Plan, including the goal of achieving "minimum access" civil legal aid client service capacity in Spokane, northeast Washington, and across the state and intends to express that support to our legislators during the 2019 state legislative session.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCDANIEL, ADAM

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

PSCH Comm., 2/4/2019

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing****CITY COUNCIL**

MCDANIEL, ADAM



## **RESOLUTION NO. 2019-0014**

A Resolution supporting the full implementation of the 2016 Civil Justice Reinvestment Plan.

**WHEREAS**, despite the recent economic expansion, poverty and its consequences continue to have significant adverse effects in the City and County of Spokane; and

**WHEREAS**, the 2017 American Community Survey documents that more than 15% of the population of Spokane County lived at or below the federal poverty level, 34.5% of the County's population lives at or below 200% of the poverty level, and poverty rates for people of color (26% - 40%) are still about twice the rate for people who identify as white (14%); and

**WHEREAS**, people living at or near poverty experience substantially greater challenges in meeting basic human needs such as housing, health care, and income security than those living significantly above the poverty line; and

**WHEREAS**, poverty and near poverty in the City of Spokane and the surrounding area drives a wide range of social and economic ills, including but not limited to increased crime rates, lower educational attainment, poorer physical, mental, and social health outcomes, and reduced social capital; and

**WHEREAS**, according to the 2015 Civil Legal Needs Study conducted by Washington State University for the Washington State Supreme Court, nearly 71% of low-income people experience at least one significant civil (non-criminal) legal problem affecting basic human needs each year, and the average number of such problems per person in that group of people is nine (9), the majority of which are interrelated and include the full spectrum of basic human needs such as access to and preservation of housing, access to homeless services, access to medical and mental health services, physical and economic security of families and children, access to appropriate educational services for disabled children, improper denial of credit and wrongful treatment by creditors, and discrimination in a range of public and private contexts; and

**WHEREAS**, that same study documented that people get legal help with respect to just less than a quarter of the problems they experience, leaving them unable to get help for more than three-quarters of their legal problems; and

**WHEREAS**, unresolved civil legal problems often lead to a spiral of related issues such as loss of income, loss of housing, loss of services, and lack of protection in the face of domestic violence and sexual assault; and

**WHEREAS**, in September, 2016 the bipartisan Civil Legal Aid Oversight Committee of the Washington State Office of Civil Legal Aid ("OCLA") adopted a Civil Justice

Reinvestment Plan which outlined policy and fiscal responses necessary to address the crisis in the availability of civil legal aid services for low-income Washingtonians; and

**WHEREAS**, low-income people in the City of Spokane principally access civil legal aid services from the publicly-funded Northwest Justice Project (“NJP”) and the Spokane County Bar Association’s Volunteer Attorney Program, services that are supplemented by privately-funded legal aid services offered through the Center for Justice and the law clinic at Gonzaga University School of Law; and

**WHEREAS**, the Spokane office of NJP (and its Tri-County satellite) has a total of eight (8) full-time attorneys serving the needs of more than 133,000 people with incomes at or below 125% of the federal poverty guideline; and

**WHEREAS**, the lack of meaningful legal aid capacity significantly compromises the ability of our low-income neighbors to protect their legal rights, their rights to physical safety and security, and their rights to safe and affordable housing; and

**WHEREAS**, fair and meaningful access to justice is a foundation stone of our democracy, and all people should have the ability to know of and, when needed, defend their legal rights, property and liberty interests; and

**WHEREAS**, the OCLA has asked the Washington State Legislature to significantly increase funding for civil legal aid services throughout the state, including for people living in and near the City of Spokane.

**NOW THEREFORE, BE IT RESOLVED** that the City of Spokane recognizes that civil legal aid is a critical and essential component of the network of services essential to preserving, protecting, and defending the rights, safety, and security of low-income people and families in the City of Spokane.

**BE IT ALSO RESOLVED** that the City of Spokane supports full implementation of the 2016 Civil Justice Reinvestment Plan, including the goal of achieving “minimum access” civil legal aid client service capacity in Spokane, northeast Washington, and across the state.

**BE IT FURTHER RESOLVED** that the City of Spokane intends to express its support for increased funding for expanded civil legal aid services to the members of our state’s legislative delegation and others, as appropriate, during the 2019 state legislative session.

**ADOPTED** by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2019.

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City Clerk

Approved as to form:

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Assistant City Attorney

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

11/05/2018

**Date Rec'd**

10/22/2018

**Clerk's File #**

ORD C35697

**Renews #****Cross Ref #****Submitting Dept**

CITY COUNCIL

**Contact Name/Phone**

KATE BURKE 625-6275

**Project #****Contact E-Mail**

KATEBURKE@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Final Reading Ordinance

**Requisition #****Agenda Item Name**

0320 - ORDINANCE CONCERNING PUBLIC ACCESS TO PUBLIC SPACES AT CITY HALL

**Agenda Wording**

An ordinance reaffirming that the first floor lobby of City Hall is open to all members of the public; enacting a new section 12.05.050 of the Spokane Municipal Code.

**Summary (Background)**

This ordinance provides that the first floor of City Hall is a publicly-accessible space during working hours, and that members of the public are welcome unless they are obstructing or interfering with the work of City employees.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCDANIEL, ADAM

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

PIES Comm., 8/22/2018

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

DALTON, PAT

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing****CITY COUNCIL**

MCDANIEL, ADAM

## **ORDINANCE NO. C35697**

An ordinance reaffirming that the first floor lobby of City Hall is open to all members of the public; enacting a new section 12.05.050 of the Spokane Municipal Code.

**WHEREAS**, City Hall is a publicly-owned building; and

**WHEREAS**, the City of Spokane strives to be a transparent government body, and seeks to encourage greater public participation in our local government activities; and

**WHEREAS**, one of the City's goals, as outlined in its strategic plan, is to "[c]reate a compassionate community so that all people can feel safe, empowered, and welcome"; and

**WHEREAS**, our strategic plan also calls on the City to "protect vulnerable populations," some of whom are people in Spokane who may have nowhere else to go during the coldest times of the year; and

**WHEREAS**, the recent "#spokind" City initiative tells the world that "[i]n Spokane, we strive to be a city of kindness," "no matter what you look like"; and

**WHEREAS**, the lobby of City Hall, on the first, floor, has a designated seating area where people can sit and rest without disturbing the work of City employees; and

**WHEREAS**, the City Council has determined that a specific statement that certain areas of City Hall are always accessible to the public is required.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That there is enacted a new section 12.05.050 of the Spokane Municipal Code to read as follows:

### **Section 12.05.050 Public Access to City Hall**

- A. City Hall is a public building, owned by the City of Spokane and its people, for the access of, and provision of services to, the people of Spokane.
- B. In addition to other areas to which the public has access during the City's office hours (defined in SMC 03.02.010 as 8 a.m. to 5 p.m., Monday through Friday, public holidays excepted), the first-floor lobby of City Hall is a public area, and any member of the public may enter and remain there during office hours, without time limit. A member of the public may be removed from the first-floor lobby of City Hall if he or she engages in violent or threatening behavior or causes a disturbance which impairs the ability of City employees to conduct City business.

- C. Other areas of City Hall may, by appropriate administrative policy, be designated as non-public areas, to which public access may be restricted during normal City office hours.
- D. The Mayor or the Mayor's Designee may activate City Hall for purposes of a warming center, cooling center, safe air center, or emergency center in compliance with activation criteria set forth in SMC 18.05.020. Any working condition impacts to City of Spokane employees from the activation of City Hall as a warming center, cooling center, safe air center, or emergency shelter may be subject to mandatory bargaining.
- E. All administrative policies which are in conflict with this section are superseded to the extent of the conflict.

**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:**

01/14/2019

**Date Rec'd**

12/20/2018

**Clerk's File #**

ORD C35734

**Renews #****Cross Ref #****Submitting Dept**

CITY ATTORNEY

**Contact Name/Phone**

TIM SZAMBELAN 625-6225

**Project #****Contact E-Mail**

TSZAMBELAN@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO EXTENET

**Agenda Wording**

An ordinance granting a non-exclusive franchise to use the public right of way for small cell attachments for noncable telecommunication provider services to ExteNet Systems Inc., subject to certain conditions and duties as further provided.

**Summary (Background)**

ExteNet designs, owns and operates multi-carrier, often referred to as "neutral-host", and multi-technology Distributed Networks to ensure multiple Wireless Service Providers (WSPs) can provide their 3G and 4G LTE services in the most effective and efficient manner. ExteNet creates a scalable network design utilizing its high-bandwidth fiber network to ensure the network densification needs of the WSPs are met and continually scale as user demands dictate. Distributed networks ensure wireless network elements like low-powered antennas and access points are brought closer to the user to ensure a high quality network that enable ubiquitous and high-capacity wireless broadband connectivity for the WSPs and their customers. Distributed Networks, owned and operated by ExteNet, are adaptable and scalable, using shared network and infrastructure elements to support multiple communication technologies and are capable of evolving as technology changes dictate. These range from Distributed Antenna Systems (DAS), Distributed Radio Access Networks (Distributed RAN), Small Cells, Wi-Fi, Distributed Soft switching and in many instances, hybrids of some or all of these.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

PICCOLO, MIKE

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

HUGHES, MICHELLE

**Distribution List****Legal**

SZAMBELAN, TIMOTHY

lschneider@extenetsystems.com

**For the Mayor**

ORMSBY, MICHAEL

msloon@spokanecity.org

**Additional Approvals**

dsteele@spokanecity.org

**Purchasing**

jtaylor@spokanecity.org

**CITY COUNCIL**

MCDANIEL, ADAM

vmelvin@spokanecity.org

tszambelan@spokanecity.org

ExteNet Systems Inc.  
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C35734

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to ExteNet Systems Inc., subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

- Section 1. Definitions
- Section 2. Parties, grant
- Section 3. Limits on permission
- Section 4. Effective Date, Term
- Section 5. General provisions
- Section 6. Plans; Locate, Relocate
- Section 7. Grantee to restore affected areas
- Section 8. Information, good engineering, inspections
- Section 9. Limited access, no obstruction, accommodation
- Section 10. Undergrounding
- Section 11. Facilities for City Use
- Section 12. Liability; No duty
- Section 13. Insurance
- Section 14. Taxes, fees
- Section 15. Franchise administration
- Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, fiber optic cables, wires and conduits and related materials and



TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 2 of 18**

equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

"Municipal infrastructure" means the road bed and road area, street and sidewalk paving, curbing, utility easements (unless there are relevant use, structure or other restrictions), associated drainage facilities, combined sewer tanks, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility facilities, as well as municipal traffic signal, street lighting and communications facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

"Public right-of-way" or "right-of-way" means land acquired by or dedicated to the City for public roads and streets, but does not include state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

"Telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, "telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals and "cable service" as defined in 42 USC 522 (5) or other distribution of multichannel video programming.

Section 2. Parties, grant

ExteNet Systems Inc.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 3 of 18**

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and ExteNet Systems Inc., as Grantee, hereafter also "Grantee". Grantee is a Delaware Limited Liability Company whose home office is 3030 Warrenville Road , Suite 340, Lisle Illinois 60532. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

ExteNet Systems Inc.

Attn: CFO

Re: City of Spokane WA Telecommunications (noncable) Franchise

3030 Warrenville Road, Suite 340

Lisle, Illinois, 60532

With a copy to:

ExteNet Systems Inc.

Attn: General Counsel

Re: City of Spokane WA Telecommunications (noncable) Franchise

3030 Warrenville Road, Suite 340

Lisle Illinois 60532

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: the above address.

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane

808 West Spokane Falls Boulevard

Spokane, WA 99201

Attention: City Clerk's Office

With a copy to:

City of Spokane

808 West Spokane Falls Boulevard

Spokane, WA 99201

Attention: City Attorney's Office

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 4 of 18**

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the right-of-way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others, provided that any such use by others does not unreasonably interfere with Grantee's use and placement of its Facilities in any right-of-way. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 5 of 18**

specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter (the "Initial Term"). Following the expiration of the Initial Term, this Franchise shall be automatically renewed for one (1) additional five (5) year period. (each a "Renewal Term"), unless Grantee provides to the City written notice of intention not to renew at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, as applicable. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

A. Grantee is and will remain in good standing as a limited liability company registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours. The Grantee will notify the City within five business days if Grantee's contact information changes.

B. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public right-of-way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and Municipal infrastructure. Grantee agrees that its uses in Franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

C. If required by applicable laws, Grantee will maintain membership with

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 6 of 18**

the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's ~~MIS~~ ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface and as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides telephone poles and related guy wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements; provided, however, that such approval shall not be unreasonably withheld, conditioned, or delayed. If the location of the Grantee's facility is already occupied by City utilities, the Grantee is required to submit new plans showing the location that the Grantee will now be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 7 of 18**

plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate its Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. The same terms and timelines as exists in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past five (5) years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;

2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and

3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.

4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

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movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation, adjustment or securing of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

G. Grantee may be subject to SMC 17C.355A Wireless Communication Facilities. The Grantee is subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

H. Grantee may be required to obtain a master lease agreement for attachment of telecommunications equipment or other facilities in the Public right of way.

I. The City has the right to charge the Grantee site specific charges for placement of new facilities in the right of way on structures owned by the City pursuant to RCW 35.21.860.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 9 of 18**

J. The Grantee will work with the City to provide access to conduit or other equipment the Grantee is placing in the public right of way when feasible.

Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

A. Not more than once annually, Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the



TELECOMMUNICATIONS (NONCABLE) FRANCHISE

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City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable. The City shall provide written explanations of the denial of access and allow Grantee to make corrections to accommodate the concerns where possible.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

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judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise; provided, however, the City's right to require undergrounding of Grantee's Facilities shall exclude antennas, equipment cabinets, cabling and other equipment that must be above-ground to operate. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee Facilities provided under this paragraph, or use such Facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All Facilities supplied shall be maintained to technical specifications.

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B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between Grantee and the other party would not be violated by the City's attachment use of the aerial pole.

C. Grantee agrees to notify the City ITSD Director, Developer Service Director, and City Engineer at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities, and/or enjoyment of any privileges granted by this Franchise, or because of Grantee's performance or failure to perform any Franchise obligations.

B. Grantee accepts that access to any franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane relating solely to indemnity claims made by the City directly against Grantee for claims made against the City by Grantee's employees and affirms that the City and Grantee

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

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have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this Ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement. Grantor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Grantee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Grantor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Grantor, its employees, agents or independent contractors; and, (iii) not exceed Grantee's indemnification obligation under this Agreement, if any.

B. Grantee's required insurance shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein. Notwithstanding the foregoing, Grantee may self-insure any required coverage.

Section 14. Taxes, fees

A. No Franchise fee is assessed for telecommunications service providers in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

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which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days' notice to invoke this provision and any franchise fee under it shall be prospective in nature.

B. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics and convenience.

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void. Use of Grantee's Facilities by third parties or attachment of third party owned Facilities shall not be a sublease under this Agreement. Parties acknowledge that this is the core business model

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

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of Grantee.

No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

D. Grantee understands that this Franchise applies to itself as well as all third party users, assigns, successors or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities so provide. Additionally, Grantee accepts full responsibility with said

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 16 of 18**

users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured so as to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

G. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

Passed the City Council \_\_\_\_\_, 2018.

ExteNet Systems Inc.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 17 of 18**

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M A Y O R

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

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Assistant City Attorney



ExteNet Systems Inc.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 18 of 18**

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. \_\_\_\_\_, effective \_\_\_\_\_, 2018.

I, \_\_\_\_\_, am the \_\_\_\_\_ of ExteNet Systems Inc. (as manager of ExteNet Systems Inc.) and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of ExteNet Systems Inc.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_

Witness: \_\_\_\_\_

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

02/25/2019

**Date Rec'd**

2/12/2019

**Clerk's File #**

RES 2019-0011

**Renews #****Submitting Dept**

PLANNING

**Contact Name/Phone**

NATHAN 625-6893

**Contact E-Mail**

NGWINN@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Cross Ref #****Project #****Bid #****Requisition #****Agenda Item Name**

0650-RESOLUTION REGARDING THE 2019 ANNUAL COMP PLAN AMENDMENT

**Agenda Wording**

A Resolution regarding the Annual Comprehensive Plan Amendment Work Program for 2019. The City Council adopts this work program each year, formalizing the non-City-initiated proposals to review and including any City-initiated proposals to review.

**Summary (Background)**

The ad hoc committee of the City Council to review these matters met on January 15, 2019, and reviewed applications Z18-881COMP, Z18-882COMP, Z18-883COMP, Z18-884COMP, Z18-889COMP, Z18-890COMP, and Z18-933COMP (the "Applications"). The committee forwarded a findings and recommendation to the City Council to direct staff to begin full review of four of these Applications;

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

TRAUTMAN, HEATHER

**Study Session**

City Council Study

**Division Director**

CORTRIGHT, CARLY

**Other**

Ad Hoc Committee

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

RICHMAN, JAMES

ngwinn@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

htrautman@spokanecity.org

**Additional Approvals**

sbishop@spokanecity.org

**Purchasing**

jrichman@spokanecity.org

**CITY COUNCIL**

MCDANIEL, ADAM

kfreibott@spokanecity.org

tblack@spokanecity.org



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

**Agenda Wording**

**Summary (Background)**

these will be forwarded to the Plan Commission for full review, and it will forward individual recommendations to the City Council. The committee recommended that two Applications not be added to the work program, and recommended one Application be deferred until the 2020 amendment early threshold review decision. Two additional Council-sponsored text amendment requests are also included in the proposed work program.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


## **RESOLUTION 2019-0011**

### **A Resolution regarding the Annual Comprehensive Plan Amendment Work Program for 2019.**

WHEREAS, in Chapter 17G.020 of the Spokane Municipal Code, the City Council has established a threshold review process for private applications to amend the Comprehensive Plan, to be undertaken by an ad hoc committee comprised of members of the City Council and Plan Commission (the “Committee”); and

WHEREAS, this Committee reviews threshold applications per the criteria set forth in SMC 17G.020.026 and forwards a recommendation to the City Council as to which of the amendment proposals should be included in the City’s 2019 Annual Comprehensive Plan Amendment Work Program (the “Work Program”); and

WHEREAS, the Committee met on January 15 at 1:30 p.m. in the City Council Chambers, and reviewed applications Z18-881COMP, Z18-882COMP, Z18-883COMP, Z18-884COMP, Z18-889COMP, Z18-890COMP, and Z18-933COMP (the “Applications”), voted on recommendation to the City Council, and forwarded Findings, Conclusions, and Recommendation to the City Council for its consideration; and

WHEREAS, the Committee recommended (i) that applications Z18-882COMP, Z18-883COMP, Z18-884COMP (minus Tax Parcel 35062.3515), and Z18-933COMP be included in the Work Program, (ii) that applications Z18-889COMP, Z18-890COMP not be included in the Work Program, and (iii) that Application Z18-881COMP be deferred until the 2020 amendment early threshold review decision; and

WHEREAS, the City has complied with RCW 36.70A.370 in completing the threshold review of the Applications; and

WHEREAS, except as may be indicated below, the City Council adopts the Ad Hoc Committee’s Findings, Conclusions, and Recommendation regarding the Applications and incorporates said findings into this Resolution; and

WHEREAS, pursuant to SMC 17G.020.025, the City Council may add additional items to the Work Program, including City Council-sponsored text amendments for Z18-958COMP – LU 4.6 Transit-Supported Development and Z19-002COMP – LU 1.8 General Commercial Uses.

NOW, THEREFORE, BE IT RESOLVED BY THE SPOKANE CITY COUNCIL, that the following Applications shall be included in the 2019 Annual Comprehensive Plan Amendment Work Program:

- \_\_\_\_\_ Z18-881COMP – 6204 N Nevada St. and 1015 E. Decatur Ave.
- \_\_\_\_\_ Z18-882COMP – 15 E. Walton Ave.
- \_\_\_\_\_ Z18-883COMP – 701 and 707 S. Sherman St.
- \_\_\_\_\_ Z18-884COMP – near W. Wellesley Ave. and N. Monroe St.
- \_\_\_\_\_ Z18-889COMP – 6659 N. Nine Mile Rd.
- \_\_\_\_\_ Z18-890COMP – 8109-8201 N. Indian Trail Rd.
- \_\_\_\_\_ Z18-933COMP – 3004 W. 8<sup>th</sup> Ave. (near Sunset Blvd. & Gov't. Way)
- \_\_\_\_\_ Z18-958COMP – LU 4.6 Transit-Supported Development
- \_\_\_\_\_ Z19-002COMP – LU 1.8 General Commercial Uses

ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
City Clerk

Approved as to form:

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Assistant City Attorney

## **Spokane City Council & Plan Commission – Ad Hoc Committee**

### **FINDINGS, CONCLUSIONS, and RECOMMENDATION**

**Comprehensive Plan Amendment Application Nos. Z18-881COMP, Z18-884COMP, Z18-882COMP, Z18-883COMP, Z18-889COMP, Z18-890COMP, and Z18-933COMP.**

#### **FINDINGS:**

- A. The Washington State Legislature passed the Growth Management Act (“GMA”) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A).
- B. The City of Spokane adopted a Comprehensive Plan in May of 2001, and substantially amended it in 2017, in compliance with the requirements of the GMA, and has provided for periodic updates and annual amendments, as allowed under GMA.
- C. Under GMA, comprehensive plans generally may be amended no more frequently than once per year. All amendment proposals must be considered concurrently, in order to be evaluated for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations.
- D. SMC 17G.020.010(B) lists the guiding principles for processing applications seeking to amend the Comprehensive Plan, as follows:
  - i. Keep the comprehensive plan alive and responsive to the community.
  - ii. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.
  - iii. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.
  - iv. Honor the community’s long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.
  - v. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.
  - vi. The proposed changes must result in a net benefit to the general public.
- E. In 2017, the City Council adopted Ordinance No. C-35536 (Aug. 21, 2017), which established a threshold review process, to be undertaken by an ad hoc City Council committee.

- F. Notice of the ad hoc committee meeting was provided via email to affected city neighborhood council leadership on January 4, 2019.
- G. The ad hoc review committee reviews comprehensive plan amendment applications at the threshold review stage for compliance with six specific criteria, codified at SMC 17G.020.026.
- H. The ad hoc committee met on January 15, 2019 at 1:30 p.m. in the City Council Chambers, and reviewed applications Z18-881COMP, Z18-884COMP, Z18-882COMP, Z18-883COMP, Z18-889COMP, Z18-890COMP, and Z18-933COMP (the "Applications").
- I. Staff provided an overview of the decision criteria for threshold review of a Comprehensive Plan amendment application as prescribed by SMC 17G.020.026, Threshold Review Decision Criteria.
- J. Written public comment received as of January 15, 2019 was forwarded to the committee.
- K. Applicants were given an opportunity to address the ad hoc committee regarding their respective applications.

### **CONCLUSIONS:**

Based upon the application materials, staff, applicant testimony and public comments received, the ad hoc committee concludes that four of the seven proposed amendments to the Comprehensive Plan satisfy the threshold review criteria, as detailed in SMC 17G.020.026, and recommend to City Council that these four proposals should be included in the Annual Comprehensive Plan Amendment Work Program for 2019, subject to the following. Specifically, the ad hoc committee finds, that for applications Z18-882COMP, Z18-883COMP, Z18-884COMP, and Z18-933COMP:

1. The proposed amendments present matters appropriately addressed through the comprehensive plan.
2. The proposed amendments do not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City Council or by a neighborhood or subarea planning process.
3. The proposed amendments can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program.
4. When expansion of the geographic scope of an amendment proposal is being considered, shared characteristics with nearby, similarly situated property have been identified and the expansion is the minimum necessary to include properties with those shared characteristics.



5. The proposed amendments are generally consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendments are also consistent with policy implementation in the Countywide Planning Policies, the GMA, or other state or federal law, and the Washington Administrative Code.
6. The proposed amendments are not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process, but was not included in the Annual Comprehensive Plan Amendment Work Program.
7. State law does not require, nor has a decision of a court or administrative agency directed, such changes.

With respect to application Z18-884COMP, the ad hoc committee recommends that the application be modified to remove the east parcel (#35062.3515) from the application.

The ad hoc committee also finds that applications Z18-889COMP and Z18-890COMP do not meet the threshold review criteria set forth in SMC 17G.020.026 as follows:

1. The proposed amendments cannot be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program; and
2. The proposed amendments are not consistent with current general policies in the comprehensive plan for site-specific amendment proposals and would not result in a net benefit to the general public:
  - a. Application Z18-889COMP seeks to change the land use designation for approximately 4.3 acres from Neighborhood Mini Center to General Commercial with a corresponding change in zoning from NR-35 to GC. The subject property is generally surrounded by land zoned for single family residential development.
  - b. Application Z18-890COMP seeks to change the land use designation for 25 acres from Residential 4-10 to General Commercial with a corresponding change in zoning from RSF to GC. The subject property is generally surrounded by residential zoning and is not located in proximity to any commercially zoned properties.
  - c. The City's Comprehensive Plan adopts a focused growth strategy under which growth of higher intensity land uses is directed to centers and corridors.
  - d. Policy LU 1.3 of the City's Comprehensive Plan indicates that the City's residential neighborhoods are one of the City's most valuable assets and calls for protecting the character of single-family residential neighborhoods by focusing higher intensity land uses in designated centers. Contrary to this

policy of protecting the character of single-family residential neighborhoods, Applications Z18-889COMP and Z18-890COMP seek to rezone property that is largely surrounded by property zoned and/or developed for single-family residential use to the most permissive commercial land use and zoning category allowed under the City's Comprehensive Plan and zoning regulations.

- e. Policy LU 1.8 of the Comprehensive Plan establishes a policy of containing general commercial areas within areas already zoned for general commercial use or within the boundaries of designated Centers and Corridors. Contrary to this policy, Applications Z18-889COMP and Z18-890COMP both seek to establish new general commercial areas outside of areas currently zoned for general commercial use.
- f. . In making changes to the City's Official Land Use Map, SMC 17G.020.030K.22 requires demonstration that (1) the requested designation is compatible with neighboring land uses, (2) the amendment or site is suitable for the requested designation, and (3) the proposal would implement applicable comprehensive plan policies better than the current map designation. As indicated above, Application Z18-889COMP seeks to change the land use designation for approximately 4.3 acres from Neighborhood Mini Center to General Commercial with a corresponding change in zoning from NR-35 to GC. Because the subject property is largely surrounded by property zoned and/or developed for single family residential use, the current Neighborhood Mini Center designation implements applicable comprehensive plan policies, particularly LU 1.6 and LU 1.7, better than the requested General Commercial designation.

The ad hoc committee also recommends that consideration of application Z18-881COMP be deferred until the 2020 amendment cycle to allow a further development and potential amendment of Policy LU 1.8, which is implicated by the application.

#### **RECOMMENDATION:**

Based on the foregoing findings and conclusions, the ad hoc committee voted unanimously to recommend that the City Council include applications Z18-882COMP, Z18-883COMP, and Z18-933COMP on the City's 2019 Annual Comprehensive Plan Amendment Work Program, include application Z18-884COMP with the condition of removing parcel #35062.3515, not include applications Z18-889COMP and Z18-890COMP, and defer consideration of application Z18-881COMP for one year.

Ben Stuckart

  
Council President

# Comprehensive Plan Annual Amendments 2018-2019

*Summary Report of Docket for City Council Consideration for  
setting the Annual Amendment Work Program 2019*



Neighborhood and  
Planning Services  
February 2019

## Comprehensive Plan Annual Amendments 2018-2019

### ***Summary Report of Docket for City Council Consideration for setting the Annual Amendment Work Program 2019***

*This is an abbreviated informational summary. Application materials and related documents are posted on the webpage [2018/2019 Proposed Comprehensive Plan Amendments](#).*

*For additional information, contact Tirrell Black, Associate Planner, Planning & Development Services, 509-625-6300, [tblack@spokanecity.org](mailto:tblack@spokanecity.org)*

### Comprehensive Plan Amendment Process

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Once yearly, the City of Spokane accepts applications for the annual Comprehensive Plan Amendment process; the deadline for applications is typically October 31, per Spokane Municipal Code (SMC) [SMC 17G.020.060](#). Applications for annual amendments received from non-city applicants by October 31, 2018 are included for consideration during 2019.

For the 2018/2019 review cycle, seven applications for proposed amendments to the Comprehensive Plan Land Use Plan Map have been received for potential review during 2019. These seven proposals were reviewed at a City Council Ad Hoc Committee on January 15, 2019. This committee recommended that the City Council move four of the land use applications onto the Annual Amendment Work Program, hold one of the land use applications until next year, and not recommend two of the land use applications for the Annual Amendment Work Program.

Two text amendments to Chapter 3, Land Use are also proposed by City Council. The documents for each of these applications may be accessed by going to the [webpage](#).

### Generalized Procedural Steps:

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- City Council Process to set the Annual Comprehensive Plan Amendment Work Program
- Agency & Departmental Review
- Notice of Application & Notice of SEPA Review
- Public Comment Period
- Plan Commission Substantive Workshops
- SEPA Determinations issued prior to Plan Commission hearing
- Notice of Plan Commission Hearing & SEPA Determination
- Plan Commission Hearing
- City Council Public Hearing

## “Exhibit A”

### Land Use Plan Map Amendment Applications

#### File Z18-881COMP, Francis Nevada Partnership Nevada Heights Neighborhood

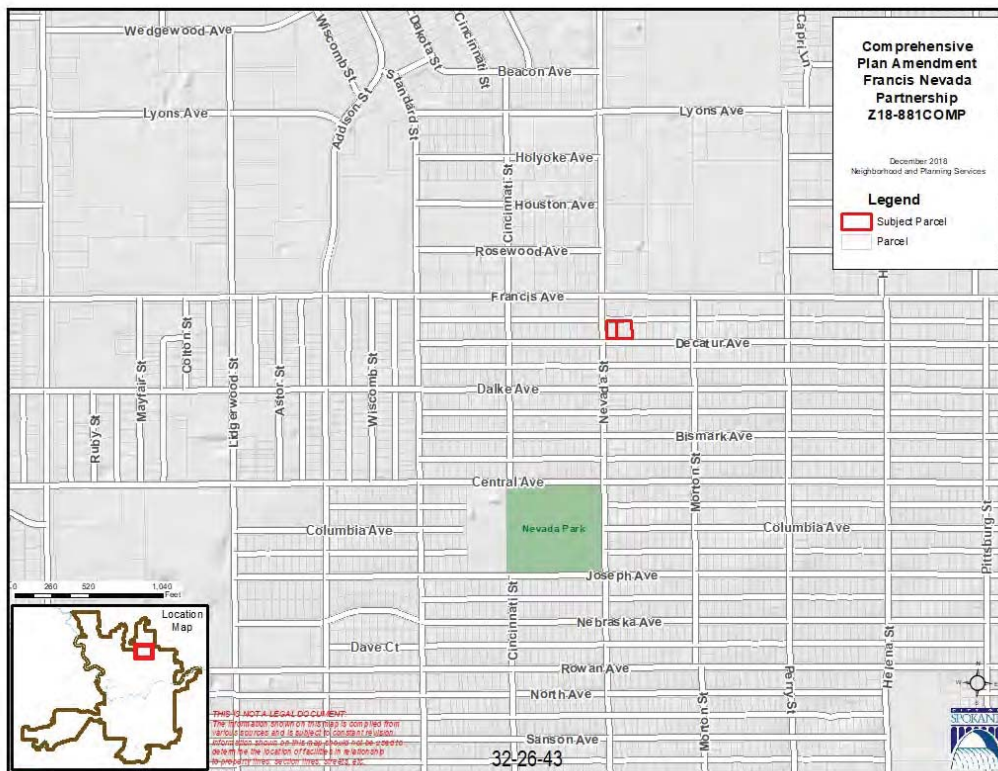
Proposed Map Amendment

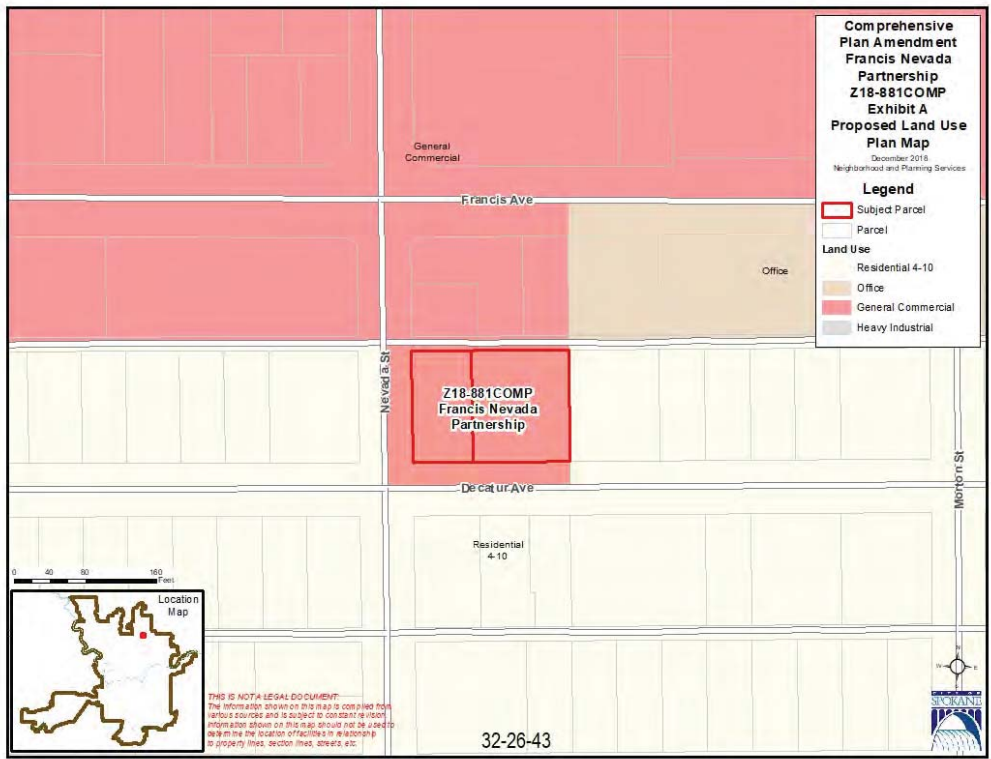
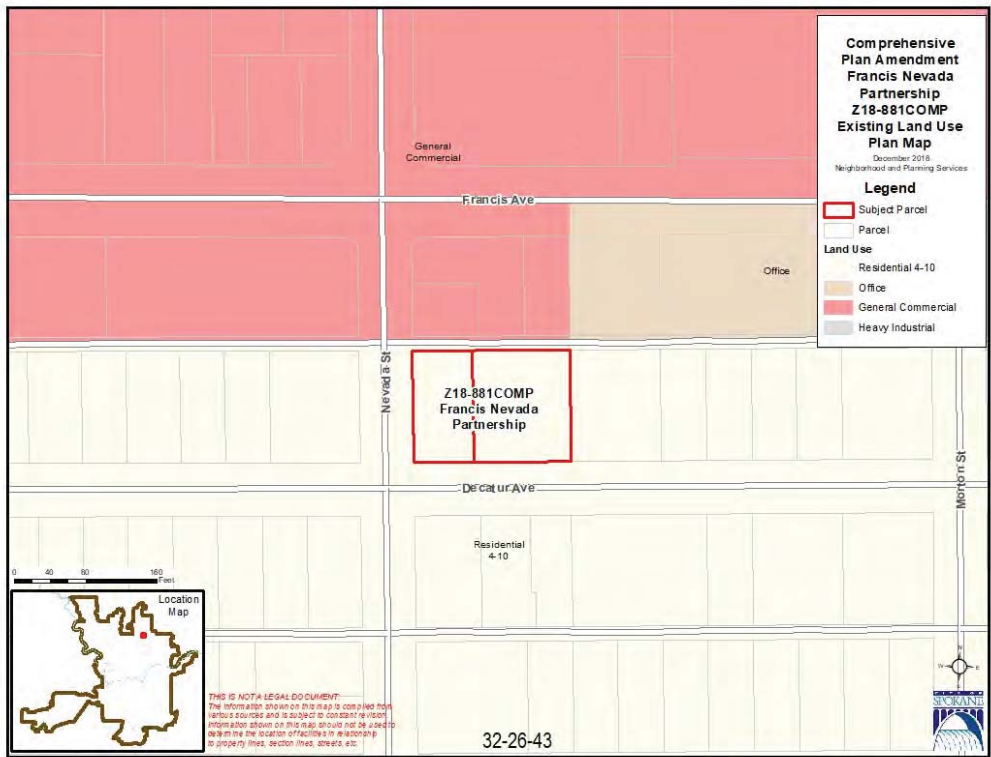
**Location:** The subject site includes 2 parcels located at 6204 North Nevada Street and 1015 East Decatur Avenue, generally south, of the Southeast corner of Nevada and Francis (parcels 36321.0209 and 36321.0210). The concerned properties total approximately 0.5 acres.

**Proposal:** This proposal is to change the parcels from Residential 4-10 land use and RSF zoning to General Commercial land use and CB-55 zoning.

**Agent:** Dwight Hume

On January 15, 2019, the City Council Ad Hoc Committee recommended that this application be deferred until the 2020 amendment early threshold review decision.







## File Z18-882COMP, H A Tombari LLC

### Nevada Heights Neighborhood

Proposed Map Amendment

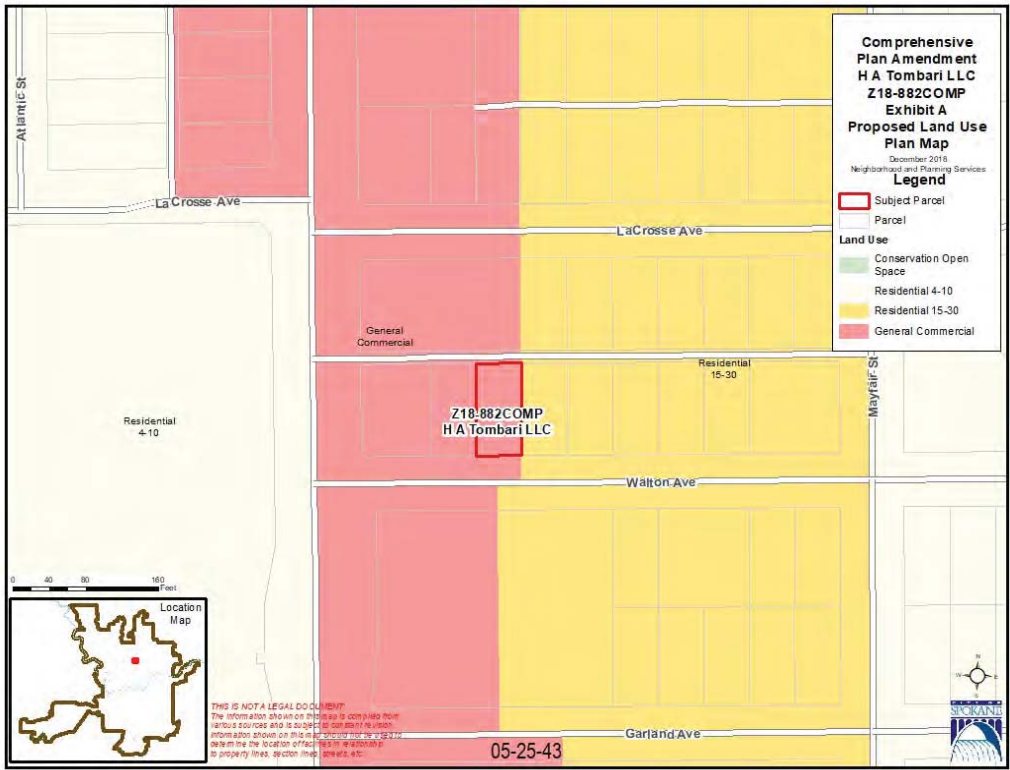
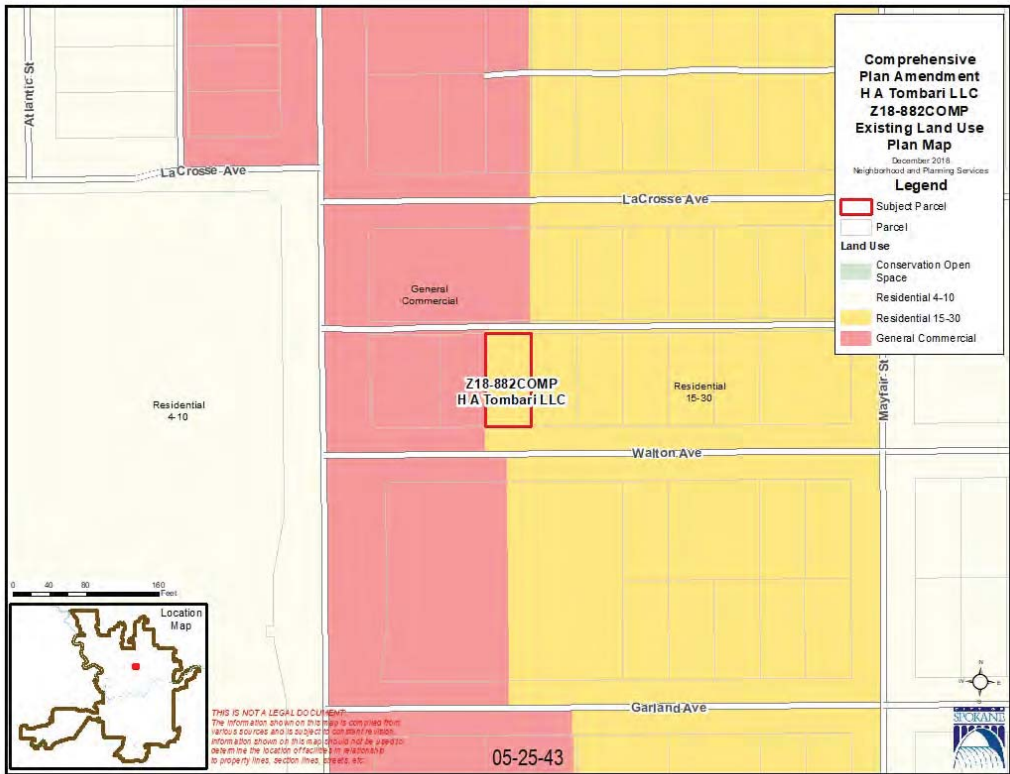
**Location:** The subject site includes 1 parcel on E Walton Avenue, east of the intersection of E Walton Avenue and Division Street (parcel 35052.2920). The concerned property totals approximately 0.12 acres.

**Proposal:** This proposal is to change the parcels from Residential 15-30 land use and RMF zoning to General Commercial land use and GC-70 zoning.

**Agent:** Dwight Hume

On January 15, 2019, the City Council Ad Hoc Committee recommended that this application be included in the 2019 Work Program.







## File Z18-883COMP, Acceleration Physical Therapy/David Jeter

### East Central Neighborhood

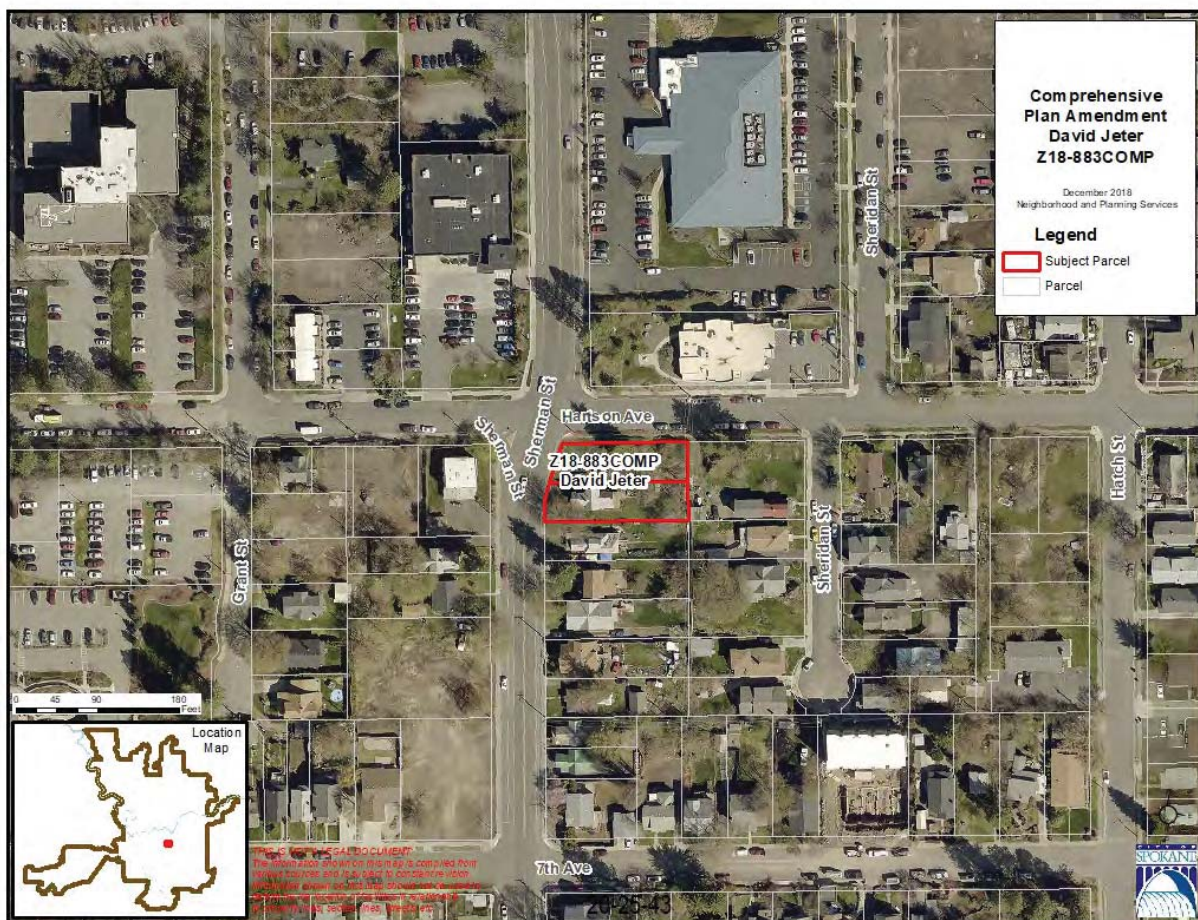
Proposed Map Amendment

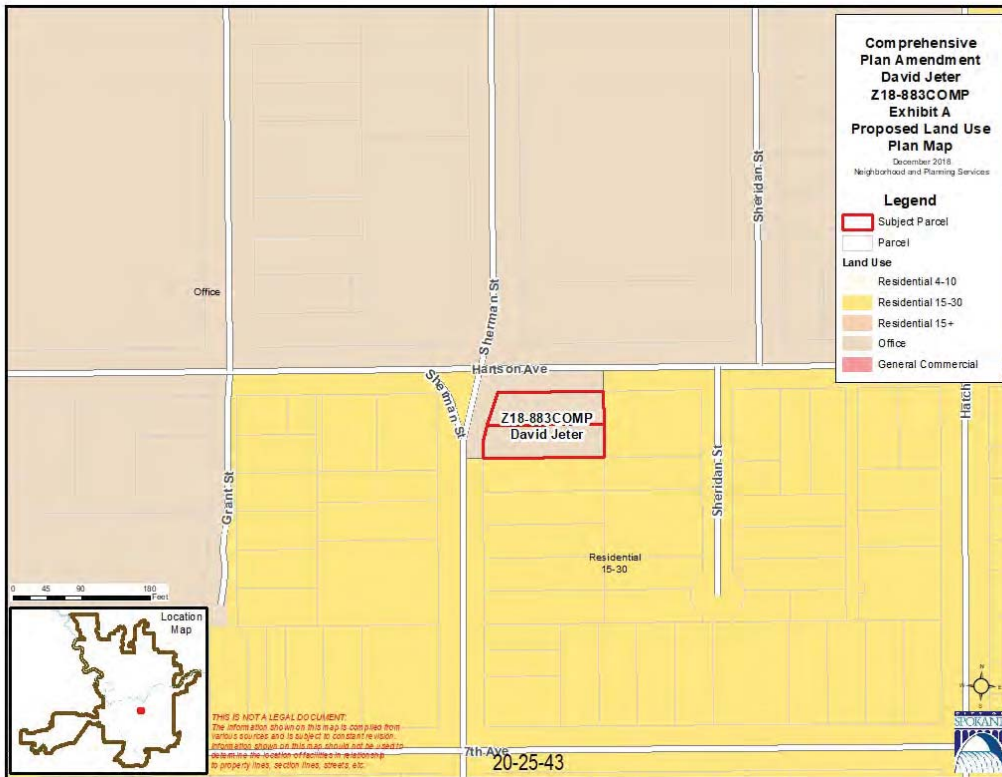
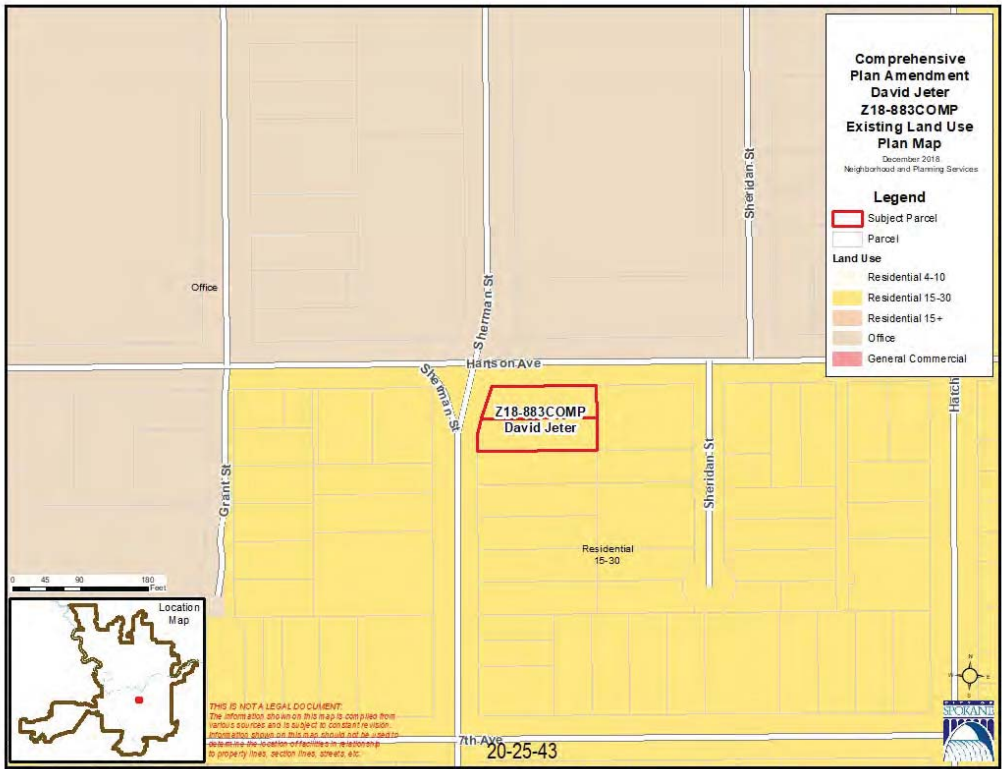
**Location:** The subject site includes 2 parcels located at 701 and 707 South Sherman Street (parcels 35203.0101 and 35203.0102). The concerned properties total approximately 0.29 acres.

**Proposal:** This proposal is to change the 2 parcels from Residential 15-30 land use and RMF zoning to Office land use and O-35 zoning.

**Agent:** Dwight Hume

On January 15, 2019, the City Council Ad Hoc Committee recommended that this application be included in the 2019 Work Program.







## File Z18-884COMP, Department of Ecology North Hill Neighborhood

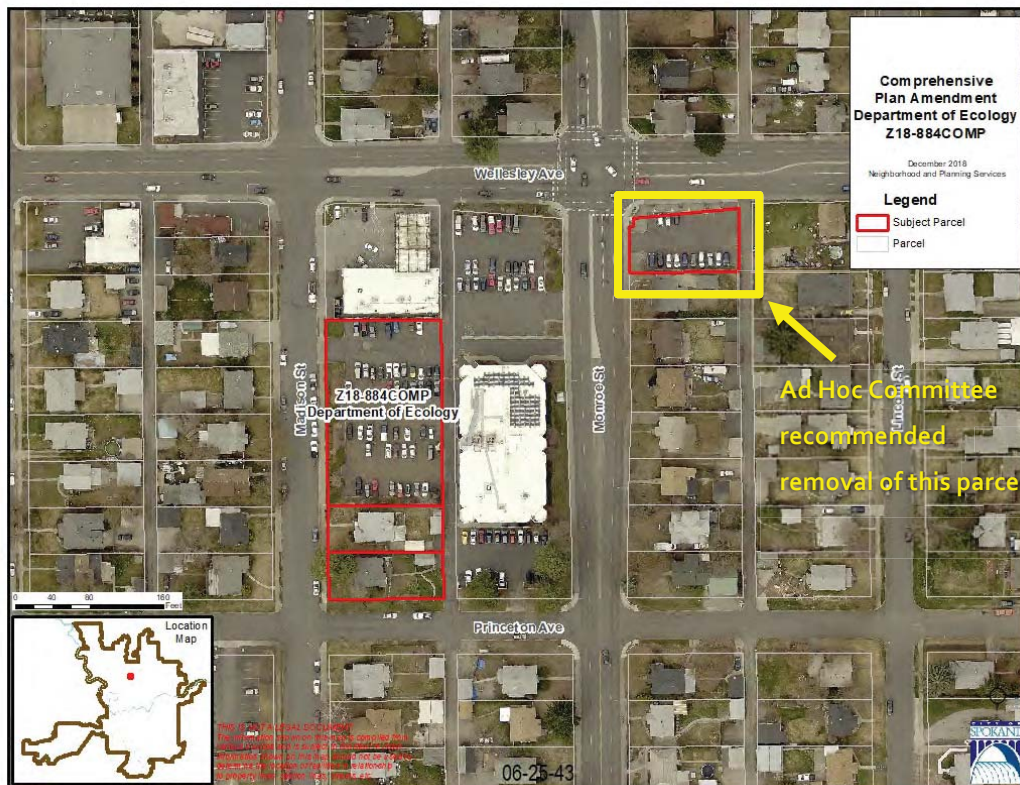
Proposed Map Amendment

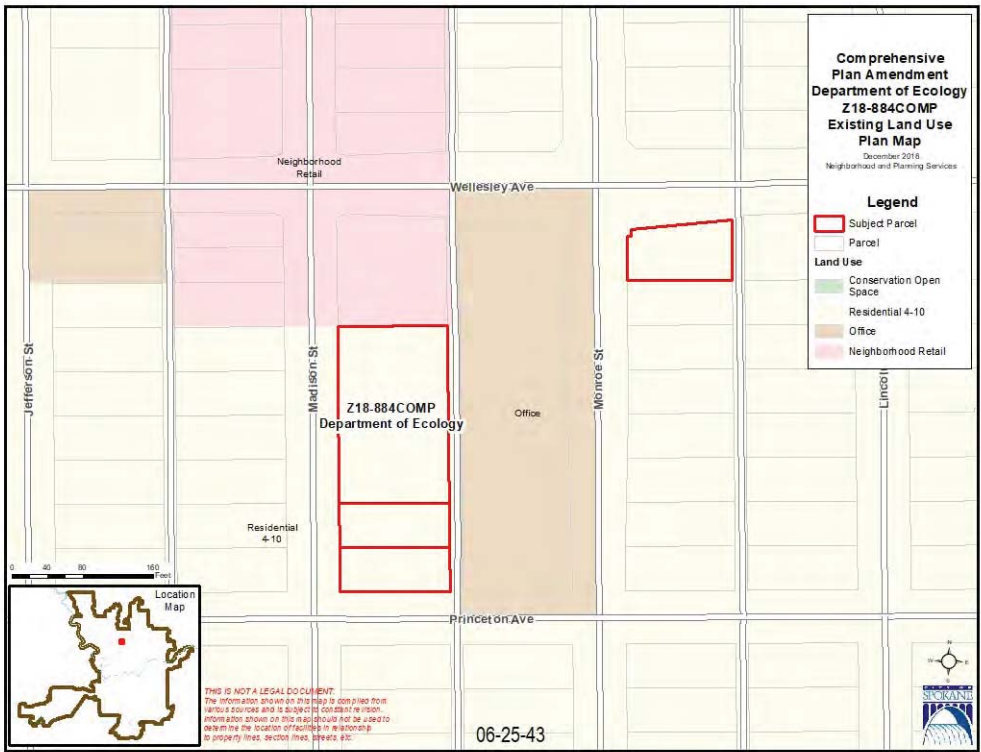
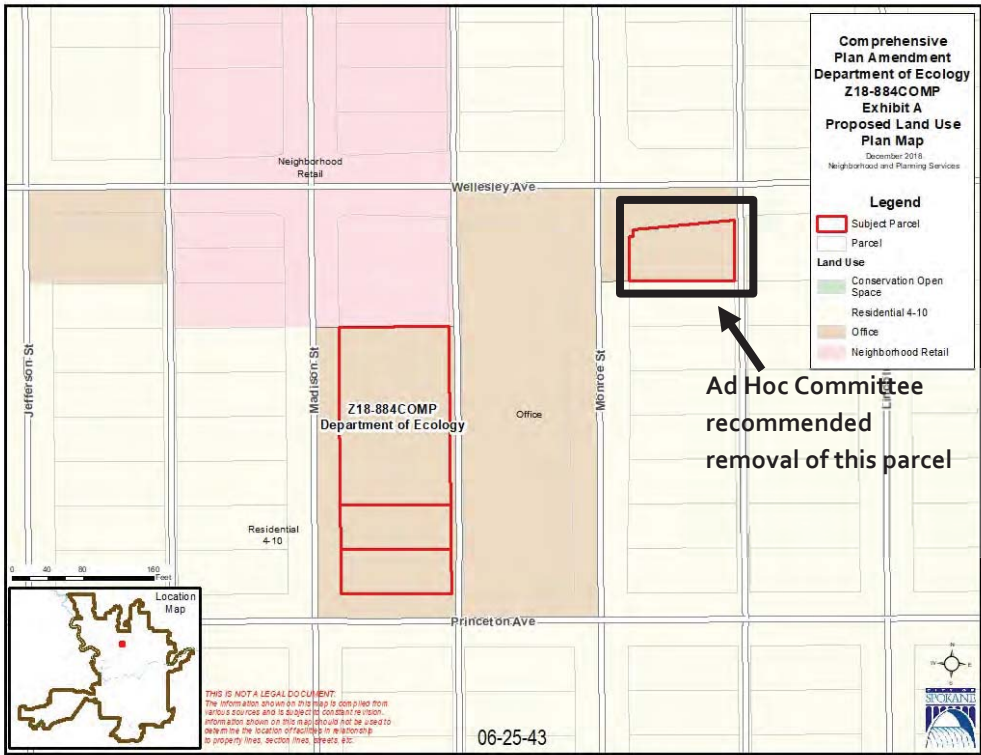
**Location:** The subject site includes parcels located on the Southeast corner of Wellesley and Monroe and the Northeast corner of Princeton and Madison (parcels 35062.36610 and 35062.3609). The West parking lot (35062.3619) and the Northeast parking lot (35062.3515) have been added as a “clean up” action to make the whole facility into a conforming zoning classification for the use(s). The City Council ad hoc committee recommended removing the northeast parking lot parcel 35062.3515 from the application. The concerned property totals approximately 1.02 acres.

**Proposal:** This proposal is to change the parcels from Residential 4-10 land use and RSF zoning to Office use and O-35 zoning.

**Agent:** Dwight Hume

On January 15, 2019, the City Council Ad Hoc Committee recommended that this application be included in the 2019 Work Program (minus parcel 35062.3515).







## File Z18-889COMP, Harlan D Douglass Northwest Neighborhood

Proposed Map Amendment

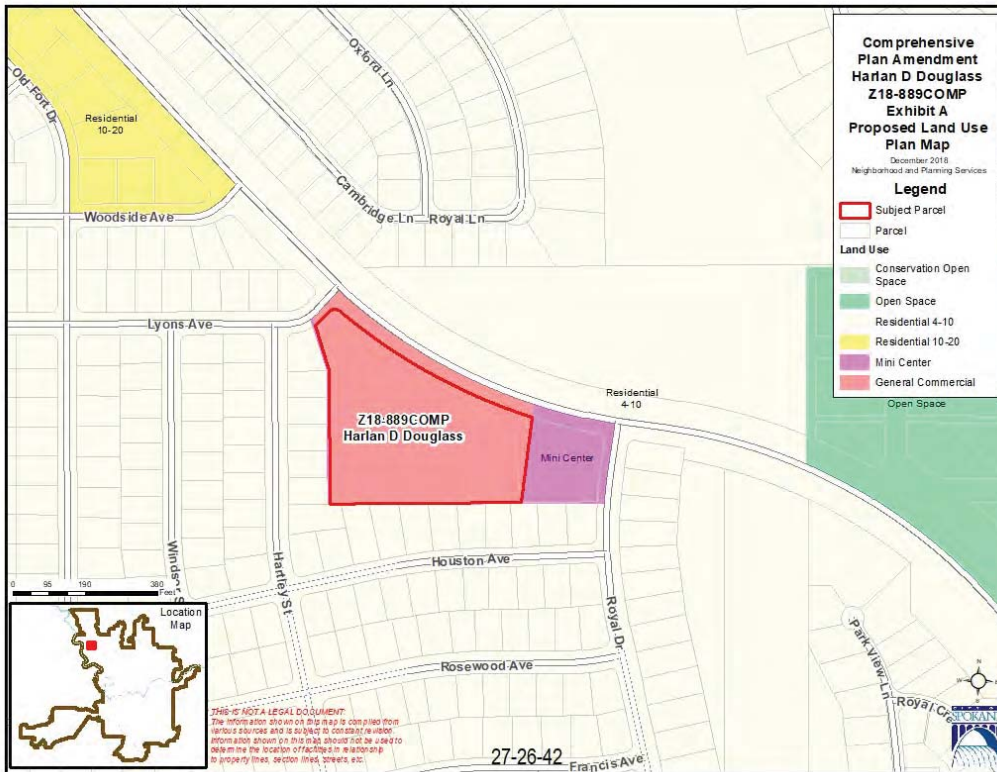
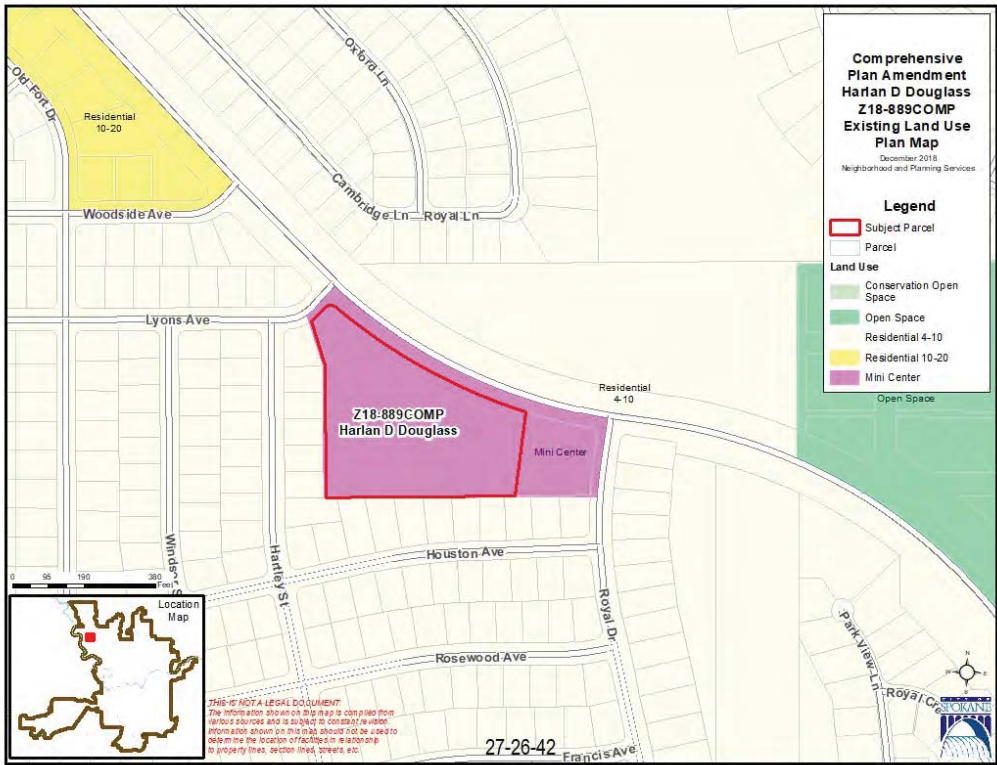
**Location:** The subject site includes 1 parcel located at 6659 North Nine Mile Road on the Southeast corner of West Lyons Ave and North Nine Mile Road (parcel 26274.2020). The concerned property totals approximately 4.3 acres.

**Proposal:** This proposal is to change the parcel from Neighborhood Mini-Center land use and NR-35 zoning to General Commercial land use and GC zoning.

**Agent:** Jay Bonnett Engineering

On January 15, 2019, the City Council Ad Hoc Committee recommended that this application not be included in the 2019 Work Program.







## File Z18-890COMP, Harlan D Douglass North Indian Trail Neighborhood

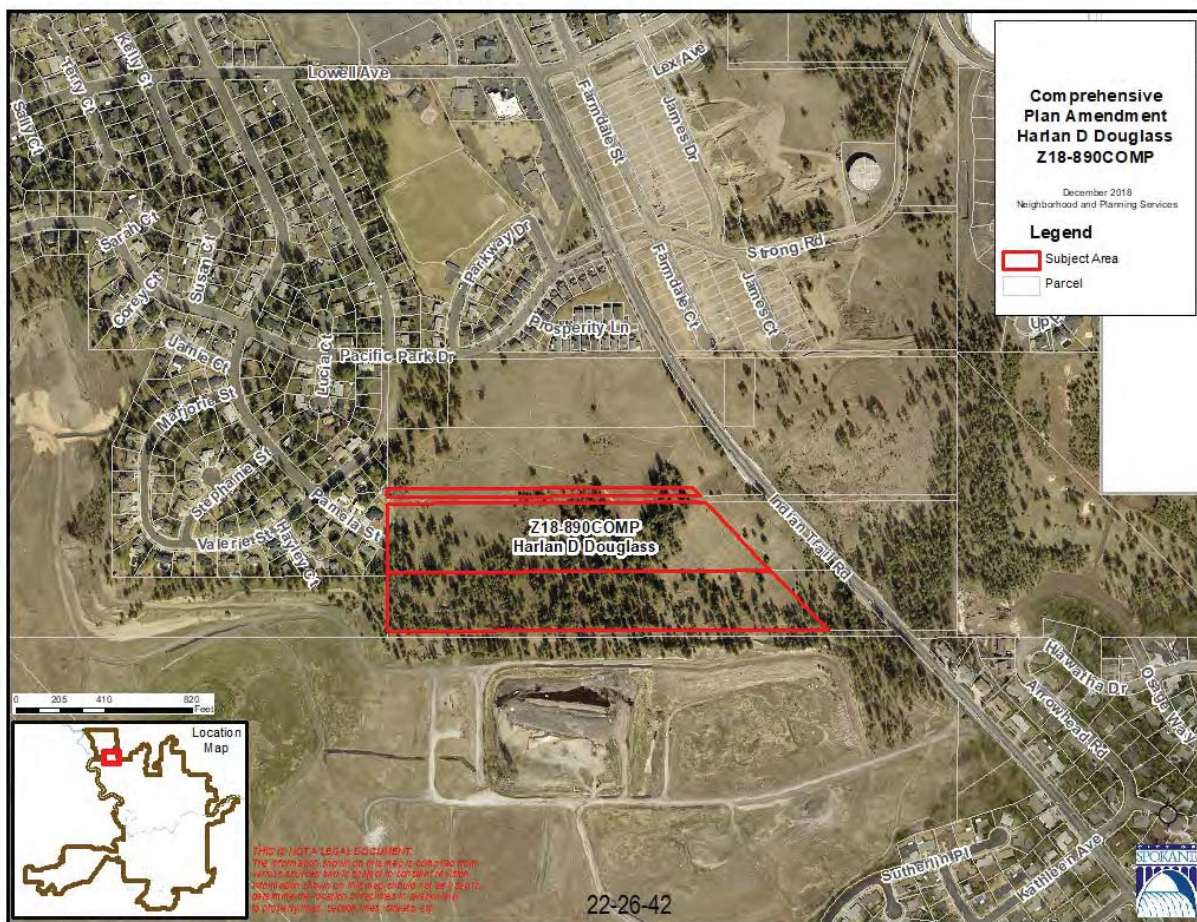
Proposed Map Amendment

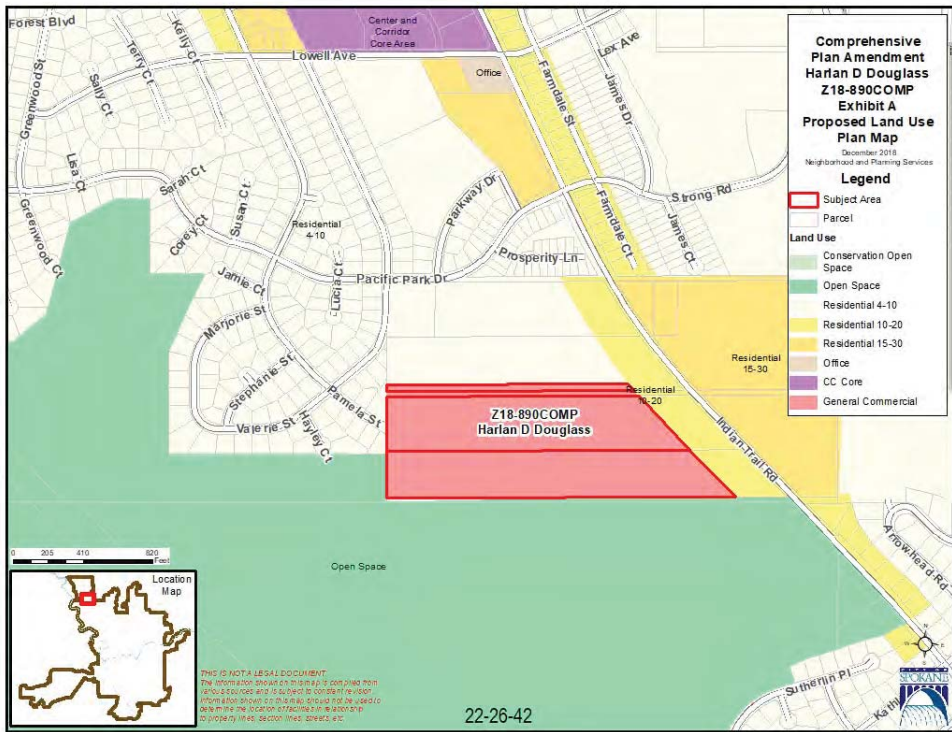
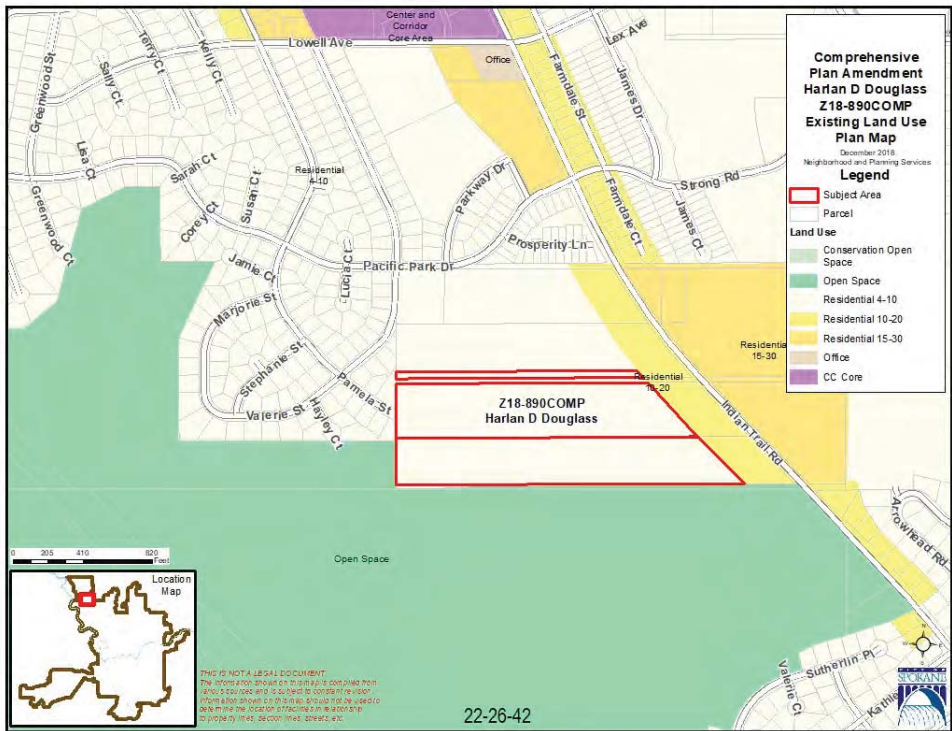
**Location:** The subject site includes portions of 2 parcels located at 8109-8201 North Indian Trail Road, located North of the Northside Landfill (parcels 26224.0101 and 26224.0103). The concerned properties total approximately 25 acres.

**Proposal:** This proposal is to change the parcels from Residential 4-10 land use and RSF zoning to General Commercial land use and GC zoning.

**Agent:** Jay Bonnett Engineering

On January 15, 2019, the City Council Ad Hoc Committee recommended that this application not be included in the 2019 Work Program.







## File Z18-933COMP, Ventura Land Holdings LLC West Hills Neighborhood

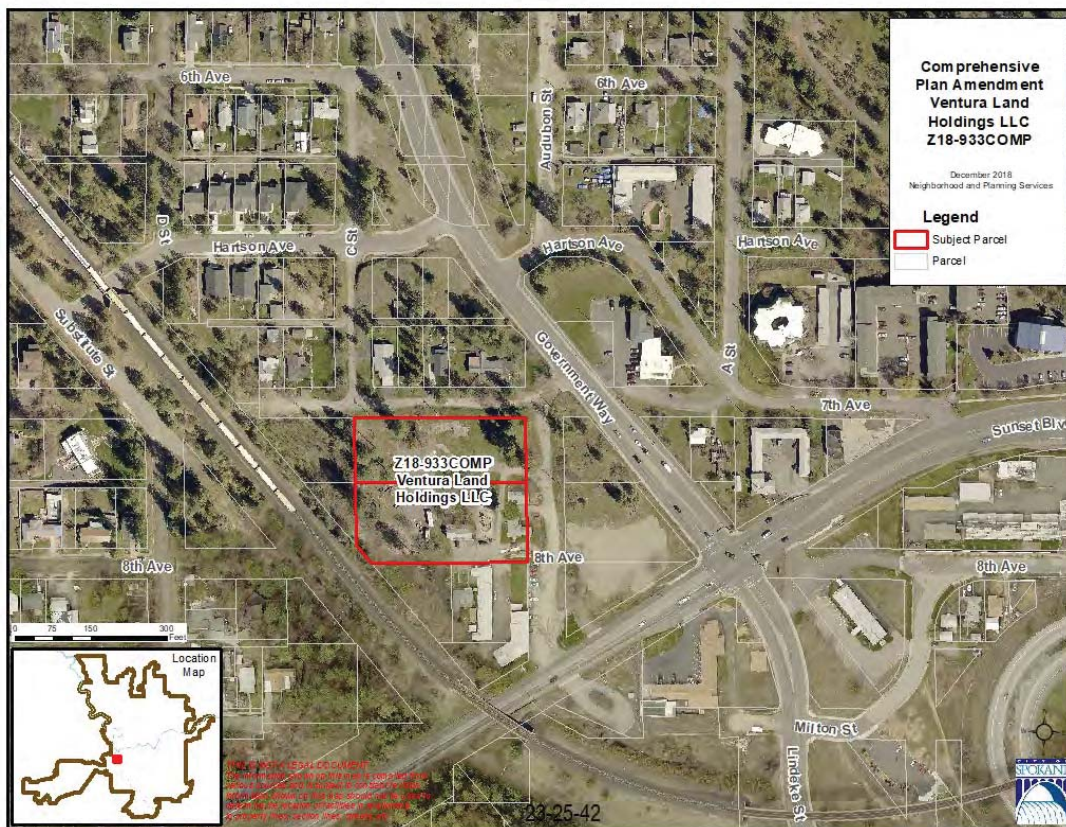
Proposed Map Amendment

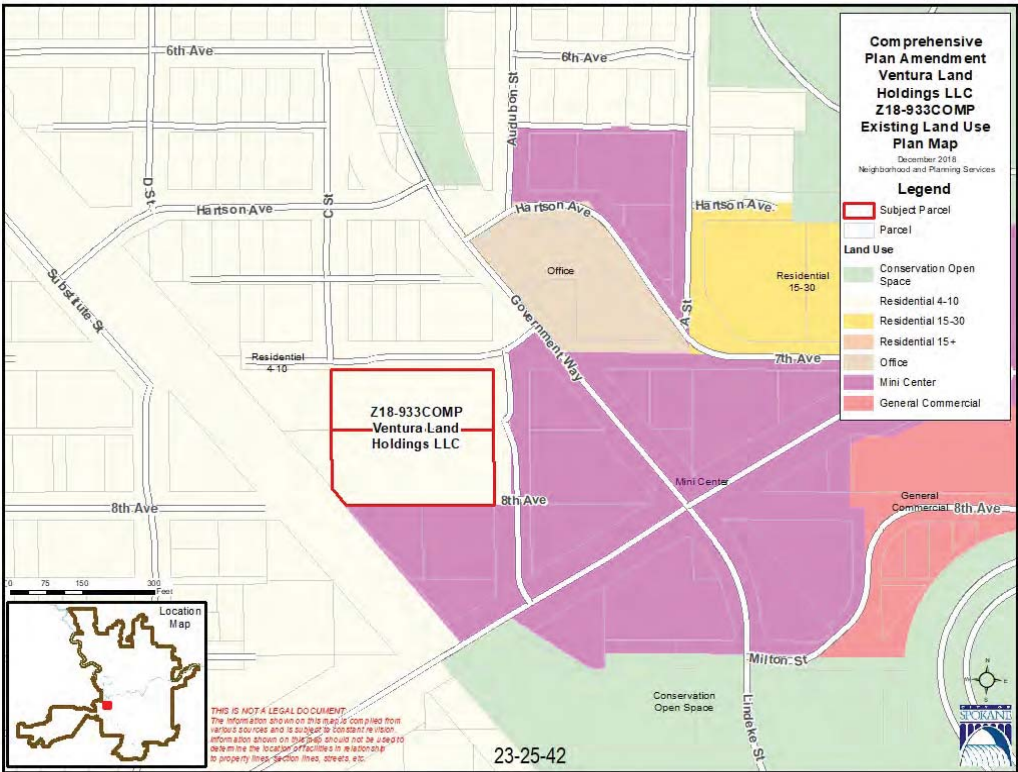
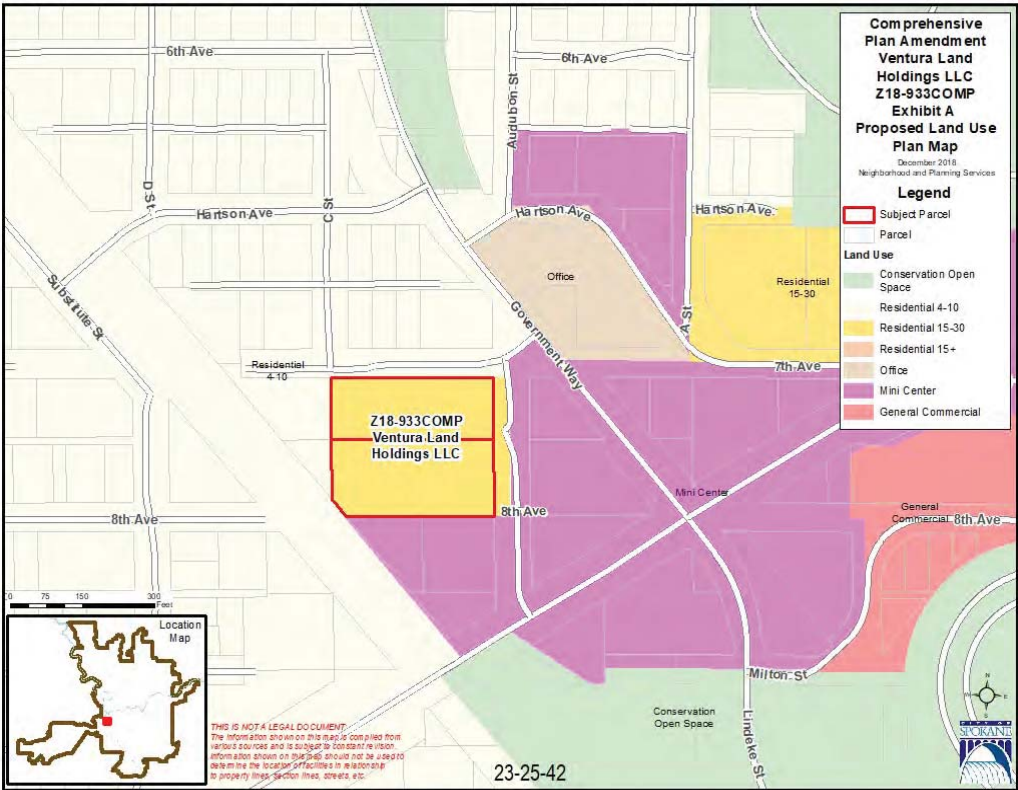
**Location:** The subject site includes 2 parcels located at 3004 West 8<sup>th</sup> Avenue and the Northwest corner of Sunset Highway and Government Way, addressed on West 7<sup>th</sup> Avenue on the North (parcels 25234.6501 and 25234.0902). The concerned properties total approximately 2.2 acres.

**Proposal:** This proposal is to change the 2 parcels from Residential 4-10 land use and RSF zoning to Residential 15-30 land use and RMF zoning.

**Agent:** Dwight Hume

On January 15, 2019, the City Council Ad Hoc Committee recommended that this application be included in the 2019 Work Program.





**“Exhibit B”**

Z18-958COMP

Text Amendment Proposal, Chapter 3

Proposed Policy LU 4.6 Transit-Supported Development

Sponsored by Council President Ben Stuckart

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**SPOKANE CITY COUNCIL**  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3335  
(509) 625-6255

Ben Stuckart  
Council President

December 17, 2018

Tirrell Black  
Planning Department, City of Spokane  
808 W Spokane Falls Blvd.  
Spokane, WA 99201

Dear Tirrell:

I am writing to submit an application for a text amendment to the Comprehensive Plan. This amendment consists of a new policy in section 4 (Transportation) of the Land Use chapter (Chapter 3), and is intended to implement the recommendations of STA's Central City Line ("CCL") Strategic Overlay Plan. The text of each of this new policy is as follows:

**[PROPOSED] Policy LU 4.6      Transit-Supported Development**

*Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit corridors and other transit corridors with service of at least every 15 minutes during weekdays.*

*Discussion: People are more likely to take transit to meet their everyday travel needs when transit service is frequent, at least every 15 minutes. Mixed-use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors.*

In order to implement this strategy, consistent with the recommendations of the Central City Line Strategic Overlay Plan adopted by resolution in 2016, I am proposing a work plan item in order to develop and implement high-performance transit overlay zone(s) or district(s) within the Central City Line ("CCL") corridor area as called for in the Spokane Transit Authority's ("STA") Central City Line plans and route alignment.

Overlay zones/districts modify the underlying zoning or land use plan to achieve certain goals. A transit overlay zone or district can improve walkability, enhance neighborhood character, encourage a mix of different uses, and ensure urban-scale housing densities. In the CCL corridor, an overlay district or zone can also be used to apply development incentives that reduce the costs of development, making it more likely for a project to "pencil out" (*i.e.*, be financially feasible). Rental rates within the CCL corridor are relatively low, which means that new development is less likely to be financially feasible. Incentives can help close that feasibility gap and make projects happen.



**SPOKANE CITY COUNCIL**  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3335  
(509) 625-6255

Ben Stuckart  
Council President

Overlay zone(s) or district(s) could be developed for property within the entire CCL corridor or only within certain areas, such as within a certain distance from specified permanent CCL stations. Some or all of the characteristics and incentives applicable within CCL overlay zone(s) or district(s) could also be later made applicable to other high-performance transit network areas as the network expands throughout Spokane.

In general, new development within a high-performance transit overlay zone or district should be required to meet the stricter standard as between the overlay zone or district and the underlying base zone. For example, if the overlay zone or district requires 10-foot minimum sidewalk widths, and the underlying base zone requires 5-foot minimum sidewalk widths, the overlay zone or district's 10-foot minimum would prevail.

This proposed change to the text of the Comprehensive Plan and attendant work plan item request are being presented as a single Comprehensive Plan amendment application because they both concern a single topic (transit-supported development) and geographic area (the CCL route).

Please see the attached documents, namely: (1) pre-application answers, (2) threshold review application answers, (3) proposed amendment text, and (4) a completed SEPA checklist for your review. If you have any questions or need further information, please reach out to City Council Policy Advisor Brian McClatchey.

Sincerely,

Ben Stuckart  
President, Spokane City Council

Encl. (4)



## Transit-Supported Development

### Proposed Comprehensive Plan Text Amendment

#### PROPOSED AMENDMENT TEXT

The following text would be added, verbatim, to Chapter 3, Land Use, Shaping Spokane—the 2017 Comprehensive Plan Update. New text is shown underlined. The existing goal LU 4 is shown for reference.

#### LU 4 TRANSPORTATION

**Goal:** Promote a network of safe and cost effective transportation alternatives, including transit, carpooling, bicycling, pedestrian-oriented environments, and more efficient use of the automobile, to recognize the relationship between land use and transportation.

...

#### LU 4.6 Transit-Supported Development

Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit corridors and other transit corridors with service of at least every 15 minutes during weekdays.

**Discussion:** People are more likely to take transit to meet their everyday travel needs when transit service is frequent, at least every 15 minutes. Mixed-use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors.

**“Exhibit C”**

Z19-002COMP

Text Amendment Proposal, Chapter 3

Policy LU 1.8 General Commercial Uses

Sponsored by Council Member Candace Mumm

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**BRIEFING PAPER**  
**City of Spokane**  
**City Council Ad Hoc Committee**  
**Setting the 2019 Annual Comprehensive Plan Amendment Work**  
**Program**  
**January 2019**

---

**Subject**

During deliberations on November 19, 2018, the City Council directed staff bring forth a proposal to amend Policy LU 1.8 General Commercial in the City's Comprehensive Plan, Land Use Chapter. This policy was significantly amended in 2003 (ORD C33287) to add references to specific situations and traffic count numbers and is at times unclear.

The policy needed interpretation by the Plan Commission in two instances in the 2017/2018 amendment review. Council Member Mumm is the sponsor of this proposed amendment. Staff recommend that if this item is added to the Comprehensive Plan Annual Amendment Work Program for 2019, the Plan Commission establish a process, potentially a working group, for the drafting the changes to the text of policy LU 1.8.

**Background**

In Chapter 3, Land Use, policies exist which describe the land use plan map categories. Under *Goal LU1 Citywide Land Use*, there are policies describing several commercial land use plan map designations, these include: General Commercial, Neighborhood Mini-Center, Neighborhood Retail, and Office. These policy descriptions provide guidance when a change to the Land Use Plan Map is contemplated.

*Policy LU 1.8 General Commercial* describes the General Commercial land use category and also states some instances in which this category can be expanded while recognizing that the City's adopted focused growth strategy encourages and should incentivize growth toward the centers. Similar policies exist for other commercial land use categories, such as "Office" or "Neighborhood Retail".

Historic, pre-Centers & Corridors adoption, land use patterns of commercial are recognized under the General Commercial Land Use category. The zoning categories of Community Business (CB) Zone and General Commercial (GC) zone are applied to this land use plan map category. Additionally, some Centers & Corridors (CC) zoning is applied over this land use category where "center's land use planning" has not occurred. When the City adopted the Centers & Corridors focused growth concept, new areas designated for commercial expansion were designated as "centers", not "general commercial".



**Impact**

This policy is important because it gives the Plan Commission and staff direction on when the Land Use Plan Map can be amended to the “General Commercial” Land Use Plan Map designation. Clarifying the policy will be useful when there is interest in pursuing a land use plan map change.

This policy is often called upon to allow adjustments to the land use plan map to areas with historic commercial development pattern history, but areas that are not “centers”. This policy allow for reinvestment and redevelopment through appropriate adjustments to the land use plan map.

This policy should be understood in the framework of the adopted “Centers and Corridors” Focused Growth planning and continue to emphasize those areas for development. Amendment to the Centers & Corridors strategy is most appropriately addressed during a “periodic update” as established by RCW 36.70A.040.

**Action**

Staff recommend that if this item is added to the Comprehensive Plan Annual Amendment Work Program for 2019, the Plan Commission establish a process, potentially a working group, for the drafting the changes to the text of policy LU 1.8.

## Policy LU 1.8 in current version (2018) of Comprehensive Plan, Land Use Chapter 3

### LU 1.8 General Commercial Uses

*Contain General Commercial areas within the boundaries occupied by existing business designations and within the boundaries of designated Centers and Corridors.*

**Discussion:** General Commercial areas provide locations for a wide range of commercial uses. Typical development in these areas includes freestanding business sites and larger grouped businesses (shopping centers). Commercial uses that are auto-oriented and include outdoor sales and warehousing are also allowed in this designation. Land designated for General Commercial use is usually located at the intersection of or in strips along principal arterial streets. In many areas such as along Northwest Boulevard, this designation is located near residential neighborhoods.

To address conflicts that may occur in these areas, zoning categories should be implemented that limit the range of uses, and site development standards should be adopted to minimize detrimental impacts on the residential area. Existing commercial strips should be contained within their current boundaries with no further extension along arterial streets allowed.

Recognizing existing investments by both the City of Spokane and private parties, and given deference to existing land use patterns, an exception to the containment policy may be allowed by means of a comprehensive plan amendment to expand an existing commercial designation, (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) at the intersection of two principal arterial streets or onto properties which are not designated for residential use at a signalized intersection of at least one principal arterial street which as of September 2, 2003, has traffic at volumes greater than 20,000 vehicular trips a day. Expansion of the commercial designation under this exception shall be limited to property immediately adjacent to the arterial street and the subject intersection and may not extend more than 250 feet from the center of the intersection unless a single lot, immediately adjacent to the subject intersection and in existence at the time this comprehensive plan was initially adopted, extends beyond 250 feet from the center of the intersection. In this case the commercial designation may extend the length of that lot but in no event should it extend farther than 500 feet or have an area greater than three acres.

If a commercial designation (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) exists at the intersection of two principal arterials, a zone change to allow the commercial use to be extended to the next street that runs parallel to the principal arterial street may be allowed. If there is not a street that runs parallel to the principal arterial, the maximum depth of commercial development extending from the arterial street shall not exceed 250 feet.

Areas designated General Commercial within Centers and Corridors are encouraged to be developed in accordance with the policies for Centers and Corridors. Through a neighborhood planning process for the Center, these General Commercial areas will be designated in a land use category that is appropriate in the context of a Center and to meet the needs of the neighborhood.

Residential uses are permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.

(end)

**File Z18-890COMP**

8109-8201 N Indian Trail Rd

Public Comments Received – updated 1/15/2019

## Winchell, Amanda

---

**From:** Black, Tirrell  
**Sent:** Tuesday, January 8, 2019 10:19 AM  
**To:** Luanne Gehrig  
**Cc:** Winchell, Amanda  
**Subject:** RE: Proposed zoning change

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.

Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.  
Sincerely,

Sincerely,



**Tirrell Black** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure*

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**From:** Luanne Gehrig <[luanneg29@gmail.com](mailto:luanneg29@gmail.com)>  
**Sent:** Sunday, January 6, 2019 3:38 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Proposed zoning change

Sent from my iPad

Begin forwarded message:

**From:** Luanne Gehrig <[luanneg29@gmail.com](mailto:luanneg29@gmail.com)>  
**Date:** January 6, 2019 at 3:27:11 PM PST  
**To:** [tblack@citycouncil.org](mailto:tblack@citycouncil.org)  
**Subject:** Proposed zoning change

I have lived in the North Indian Trail neighborhood since the spring of 1976. Since that time, I have watched our beautiful rural area develop to include three churches, an elementary school, a neighborhood shopping center, townhouses, apartments, and many more single family dwellings. What has not occurred is adequate roadway access into & out of the neighborhood. This is certainly not news to the City Council.

Now I have learned that Mr. Douglass is requesting a zoning change from residential to light industrial so that he can build a storage facility!!! There is no way that a storage facility belongs

in a residential area - Indian Trail or any other residential neighborhood! The idea is simply ludicrous! I am vehemently opposed to this requested zoning change.

When we purchased our home, we were advised that the area was platted to include a shopping area and duplexes along Indian Trail Road. That is all. At that time, the area was NOT platted for apartment complexes, let alone a light industrial area. Please do not betray those of us who planned to live out the rest of our lives in this neighborhood by allowing the eyesore of an industrial area in our midst.

I implore you to deny Mr. Douglass's request for a zoning change.

Respectfully,

Luanne Gehrig  
9808 N. Fotheringham St.

Sent from my iPad

## Winchell, Amanda

---

**From:** Black, Tirrell  
**Sent:** Tuesday, January 8, 2019 10:20 AM  
**To:** Mel  
**Cc:** Winchell, Amanda  
**Subject:** RE: Proposed Zoning change on North Indian Trail Road File# Z18-890COMP

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.

Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.  
Sincerely,

Sincerely,



**Tirrell Black** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure*

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**From:** Mel <mkneil@comcast.net>  
**Sent:** Sunday, January 6, 2019 4:08 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Cc:** MELVIN NEIL <mkneil@comcast.net>  
**Subject:** Proposed Zoning change on North Indian Trail Road File# Z18-890COMP

I am writing this to say I as well as many in my neighborhood, am very opposed to changing this area of land from RSF to GC zoning. This GC zoning is by far way off the mark for what our neighborhood wants in this area. With this GC designation he could build anything he wants and then on top of that, then use it's existence as grounds to argue that adjoining land to this, could now have their zoning changed as well. We have already made our case that our area roads cannot handle anymore large projects without a four lane road with turn lanes and correcting traffic problems down the road at Francis. The road work that is to be done this year on Indian Trail Rd. will help some, but until the four lanes get down and these problems are addressed we still have the congestion problem.

Please turn this proposal down now so we do not have to go though the fight AGAIN over a Douglass project that does nothing but hurt our neighborhood.

Thank you for considering our views and I hope for a positive result.

Mel Neil

Vice-Chair

North Indian Trail Neighborhood Council

Sent from [Mail](#) for Windows 10

## Winchell, Amanda

---

**From:** Black, Tirrell  
**Sent:** Tuesday, January 8, 2019 10:18 AM  
**To:** Diane Hutton  
**Cc:** Winchell, Amanda  
**Subject:** RE: Proposed Indian trail zoning changes

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.

Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.  
Sincerely,

Sincerely,



**Tirrell Black** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure*

**From:** Diane Hutton <[dhutton008@gmail.com](mailto:dhutton008@gmail.com)>  
**Sent:** Sunday, January 6, 2019 10:57 AM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Proposed Indian trail zoning changes

In Regards to the proposed plans to amend the city's Comprehensive Plan Land Use – specifically to change the land use designation at [8109 - 8201](#) N. Indian Trail Drive from Single-Family Residential to General Commercial. Douglass intends to build a mini storage facility on the currently vacant 25-acre site.

I am opposed to this plan. This neighborhood cannot support the increases that have already been approved! Traffic on Pacific Park Drive is already at a stand still every morning in the commute. No more building until you widen the road for the traffic we have now. It certainly can't support commercial development where the proposed change is.

The people who own land and live here in Indian Trail deserve to have a say in our own community!  
We vote no!

Sincerely,

Diane Hutton  
Home Owner Indian Trail

Sent from my iPhone

## Winchell, Amanda

---

**From:** Black, Tirrell  
**Sent:** Tuesday, January 8, 2019 10:18 AM  
**To:** Nancy Stines  
**Cc:** Winchell, Amanda  
**Subject:** RE: Storage facility on Indian Trail

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.

Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.  
Sincerely,

Sincerely,



**Tirrell Black** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure*

---

**From:** Nancy Stines <[sundialshibas@msn.com](mailto:sundialshibas@msn.com)>

**Sent:** Sunday, January 6, 2019 12:20 PM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** Storage facility on Indian Trail

I understand the committee will not take comment on this proposal during the next upcoming meeting. I am sending this to voice my disapproval of this development. Just what we need on Indian Trail is more traffic with roads that don't even support the traffic that is currently there. The city won't even repair our roads so I can imagine what this will be like if we have additional traffic. I strongly suggest the committee deny this approval request.

Nancy Stines

5225 West Russet Drive

*Sent from my Verizon LG Smartphone*



## Winchell, Amanda

---

**From:** Black, Tirrell  
**Sent:** Tuesday, January 8, 2019 10:16 AM  
**To:** Mark Davies  
**Cc:** Winchell, Amanda  
**Subject:** RE: Z18-890COMP Amendment proposal

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.

Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,

Sincerely,



**Tirrell Black** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure*

---

**From:** Mark Davies <[msdavies@msn.com](mailto:msdavies@msn.com)>  
**Sent:** Saturday, January 5, 2019 4:02 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Z18-890COMP Amendment proposal

Dear MS Black.

As a long time resident of the Indian Train Neighborhood, I am adamantly opposed to any comp plan amendment that changes our single family zoning to anything approaching commercial. This is in direct conflict with our neighborhood plan which was approved by the city. Mr. Douglas has attempted to ram his development views down the neighborhoods throats on numerous occasions and we have opposed him every time. We oppose for the following reasons:

First is we do not want a Mini-storage or any commercial enterprise in a single family zoned area. It is not appropriate for a family based neighborhood.

Second this would be a stepping stone to change the other 2 parcels to Commercial or Multi-family which is in complete conflict with our neighborhood plan.

Third This proposal was rejected before when the developer wanted to put in a strip mall and again when he attempted to change the number of units on his already platted land

Your assistance in rejecting this proposal would be greatly appreciated.



## Winchell, Amanda

---

**From:** Black, Tirrell  
**Sent:** Tuesday, January 8, 2019 10:17 AM  
**To:** Melissa Berry  
**Cc:** Winchell, Amanda  
**Subject:** RE: Do not support land use designation change at 8109-8201 N Indian Trail Rd

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.

Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.  
Sincerely,

Sincerely,



**Tirrell Black** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure*

**From:** Melissa Berry <[melissahberry24@gmail.com](mailto:melissahberry24@gmail.com)>  
**Sent:** Sunday, January 6, 2019 10:45 AM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Do not support land use designation change at 8109-8201 N Indian Trail Rd

Good morning,

I live in the Indian Trail neighborhood and do not support the proposed land use designation change from single family to General Commercial at 8109-8201 N Indian Trail Rd.

We do not want commercial buildings cluttering up what is a gorgeous area, surrounded by single family homes. This is not aesthetically pleasing nor useful to the Indian Trail community.

In addition, the city of Spokane has not bothered to widen the already congested road of Indian Trail, so this proposed change makes no sense whatsoever.

Please forward along my concerns.

Thank you,  
Melissa Berry

## Winchell, Amanda

---

**From:** Black, Tirrell  
**Sent:** Tuesday, January 8, 2019 10:21 AM  
**To:** Terry Deno  
**Cc:** Mel and Karen Neil; Jeanine; Kathy Husted; Kathy Miotke; Jim Bakke; Winchell, Amanda  
**Subject:** RE: Comp Plan Indian Trail zoning change application Z18-890-Comp

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.

Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,

Sincerely,

Tirrell Black | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | tblack@spokanecity.org | spokanecity.org

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure -----Original Message-----

**From:** Terry Deno <tldeno@peoplepc.com>  
**Sent:** Monday, January 7, 2019 11:42 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Cc:** Mel and Karen Neil <mkneil@comcast.net>; Jeanine <mckinney9633@comcast.net>; Kathy Husted <kathzleen@comcast.net>; Kathy Miotke <prairiepyrs@fastmail.com>; Jim Bakke <jfbakke37@gmail.com>  
**Subject:** Comp Plan Indian Trail zoning change application Z18-890-Comp

To Docket Committee,

I am adamantly opposed to this Comp Plan Amendment change on the grounds that this is just another attempt to fit the zoning to the developers business model. This was attempted a few years ago to the same land, instead it was a Strip Mall that was rejected due to the fact that it was not appropriate to the neighborhood. We have been told numerous times that they do not build single family homes anymore, but they own lots of land that is zoned single family. This is just a stepping stone to change the zoning to the other 2 plats that the developer owns to the north of this one to either high density housing or another commercial enterprise. The developer also applied, a number of years ago, for a Mini-storage complex at the other end of Indian Trail and it was also rejected. Their application should be rejected again since it is still inappropriate to the neighborhood. Our residents should be able to have some assurance that when they buy their homes and do their due diligence that they can count on the zoning to remain the same even if a developer changes their business model. The Sundance Shopping Center has lots of space for a Mini-Storage and it would be appropriately zoned.

Thank you for your consideration,

Terry Deno  
Chair  
NITNC  
tldeno@peoplepc.com

nitnc.com

8123 N. Valerie St

99208

## Winchell, Amanda

---

**From:** Black, Tirrell  
**Sent:** Tuesday, January 8, 2019 10:19 AM  
**To:** Jamie Bowman  
**Cc:** Winchell, Amanda  
**Subject:** RE: Comp change plan on Indian Trail

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.

Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,

Sincerely,



**Tirrell Black** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure*

**From:** Jamie Bowman <[jamielbowman80@gmail.com](mailto:jamielbowman80@gmail.com)>

**Sent:** Sunday, January 6, 2019 3:21 PM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** Comp change plan on Indian Trail

Hello Tirrell and City Counsel Members,

I am writing to express my strong opposition to the potential comp plan change on Indian Trail that would change land zoned for single family housing to commercial use. The last thing that the Indian Trail area needs is more traffic using the road to get to a commercial area. The road is stressed to the max as it is, and adding more businesses out here would only increase daily traffic. The city had it right when they first zoned the land for single family houses, please keep it that way.

Thank you for your time,

Jamie Bowman

## Winchell, Amanda

---

**From:** Black, Tirrell  
**Sent:** Tuesday, January 8, 2019 10:17 AM  
**To:** Trace  
**Cc:** Winchell, Amanda  
**Subject:** RE: Mini Storage on Indian Trail

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.

Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.  
Sincerely,

Sincerely,



**Tirrell Black** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure*

**From:** Trace <teakerr@gmail.com>  
**Sent:** Sunday, January 6, 2019 10:50 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** Mini Storage on Indian Trail

I am a homeowner who lives in Pacific Park on Lucia CT.

My family has experienced first hand the increase in traffic along Indian Trail. What was once already two or three minute drive from Francis to our house now can take up to ten minutes.

The dynamics of the neighborhood are changing and with the soon to be open additions of new apartments and homes along what used to be Strong Rd, we are concerned that the addition of mini storage would cause more congestion and frankly, would detract from the appeal of the area as a whole.

There are tons of storage facilities in Spokane, I can't see why we need to have one along Indian Trail, especially when the land is already zoned for homes and not industry.

Thank you for your time,

Tracy Kerr

509.434.8918

## Winchell, Amanda

---

**From:** Black, Tirrell  
**Sent:** Tuesday, January 8, 2019 10:16 AM  
**To:** Michael Husted  
**Cc:** Winchell, Amanda  
**Subject:** RE: Proposed Zoning change on North Indian Trail Road File# Z18-890COMP

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.

Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.  
Sincerely,

Sincerely,



**Tirrell Black** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Michael Husted <mikehz@comcast.net>  
**Sent:** Monday, January 7, 2019 12:40 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** Proposed Zoning change on North Indian Trail Road File# Z18-890COMP

To Docket Committee,

I oppose the requested Comp Plan Amendment change because it is another attempt to fit the zoning to the developers business model. This has been attempted before and rejected. With this GC designation he could build any commercial business, then use it's existence as grounds to argue that adjoining land be rezoned for other commercial business or multifamily housing. We have been told numerous times that this builder does not build single family homes anymore. The developer owns 2 plats to the north of this one that he could argue to be rezoned to either high density housing or another commercial enterprise. The developer also applied, a number of years ago, for a Mini-storage complex at the north of Indian Trail and it was also rejected. We have made the case that our area roads cannot handle anymore large projects without a four lane road with turn lanes. And traffic problems down the road at Francis need to be addressed. Their application should be rejected again since it is still inappropriate to the neighborhood. Our residents should be able to have some assurance that when they buy their homes and do their due diligence that they can count on



the zoning to remain the same even if a developer changes their business model. The Sundance Shopping Center has lots of space for a Mini-Storage or other businesses and it is appropriately zoned.

Thank you for your consideration  
Mike and Kathy Husted

**From:** [Black, Tirrell](#)  
**To:** [Krista Feagan](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: I Oppose the rezoning Re: z18-890COMP  
**Date:** Friday, January 11, 2019 11:58:04 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Krista Feagan <kfeagan@gmail.com>  
**Sent:** Friday, January 11, 2019 11:09 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** I Oppose the rezoning Re: z18-890COMP

My name is Krista Feagan and I am a homeowner in the North Indian Trail Pacific Park area at  
8011 N Hayley Ct  
Spokane Wa 99208

I've heard that the owner of the 25 acre area just north of old landfill and west of Indian trail road has requested rezoning of the property from residential to general commercial with plans to build a mini storage facility.

I strongly urge you not to grant that request. I bough a house out here because of the residential qualities of this area. My view out the upper story of my home would face these units. Houses are fine but another storage facility is not needed in this area especially when there are plenty of empty large buildings out on division street that could be used for this purpose (example...old Costco and old Lowes building).

Thanks you!

From Concerned tax payer,  
Krista Feagan  
509-944-07808

**From:** [Black, Tirrell](#)  
**To:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** FW: Z18-890COMP  
**Date:** Friday, January 11, 2019 11:57:34 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Tirrell Black  
Associate Planner  
City of Spokane  
509-625-6185  
[tblack@spokanecity.org](mailto:tblack@spokanecity.org)

**From:** Pad Fam <[timstarcc4@gmail.com](mailto:timstarcc4@gmail.com)>  
**Sent:** Friday, January 11, 2019 11:01 AM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Cc:** Planning & Development Services Indian Trail Comments <[erapdsitc@spokanecity.org](mailto:erapdsitc@spokanecity.org)>  
**Subject:** Re: Z18-890COMP

Thank you for the update.

On Fri, Jan 11, 2019 at 8:42 AM Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)> wrote:

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Pad Fam <[timstarcc4@gmail.com](mailto:timstarcc4@gmail.com)>  
**Sent:** Friday, January 11, 2019 8:28 AM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** Z18-890COMP

**Address:** 3306 W Excell Ave

Please do not change the zoning code for this area. My family and I are against this change.

Starla Padgett

**From:** [Black, Tirrell](#)  
**To:** [Alla Simeonov](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: NO zone change  
**Date:** Friday, January 11, 2019 11:57:22 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Alla Simeonov <allas84as@gmail.com>

**Sent:** Friday, January 11, 2019 10:52 AM

**To:** Black, Tirrell <tblack@spokanecity.org>

**Subject:** NO zone change

No zone change in North Indian Trail # Z18-890 COMP.

Against in in my neighborhood and my address is 8424 N Parkway Dr, Spokane, WA 99208.

Thank you,

Alla Simeonov.

**From:** [Black, Tirrell](#)  
**To:** [Thomas Kauffman](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Indian Trail Community meeting tonight Jan 8, 2019  
**Date:** Friday, January 11, 2019 11:57:10 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Thomas Kauffman <[tkauffman49@gmail.com](mailto:tkauffman49@gmail.com)>  
**Sent:** Friday, January 11, 2019 10:24 AM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Fwd: Indian Trail Community meeting tonight Jan 8, 2019

----- Forwarded message -----

**From:** **Thomas Kauffman** <[tkauffman49@gmail.com](mailto:tkauffman49@gmail.com)>  
**Date:** Tue, Jan 8, 2019 at 9:28 PM  
**Subject:** Indian Trail Community meeting tonight Jan 8, 2019  
**To:** <[bstuckart@spokanecity.org](mailto:bstuckart@spokanecity.org)>, <[cmumm@spokanecity.org](mailto:cmumm@spokanecity.org)>, <[kstratton@spokanecity.org](mailto:kstratton@spokanecity.org)>

Jan 11

Hello TBlack,

I was informed these comments should have been directed to you.

Thank you,

Tom Kauffman

Council Members:

It is my understanding Ben was at the meeting this evening, I unfortunately could not attend. I wish to express my dismay at the thought of another Douglass project on the North side of Spokane. As a resident of the Indian Trail area for the past 37 years I have seen the area deteriorate from a wonderful neighborhood to urban sprawl. I can understand the need for affordable housing in a city this size but perhaps that should be concentrated where other multi-family units exist and not in our traditional single family neighborhoods. I participated in the action group the last time the Douglass empire attempted to turn single-family lots into multi-unit dwellings. We were successful with Bens' help in getting that zone change stopped. Now we are faced with another Douglass steam roller and that needs to be quelched. Further, Ben if you were at the church this evening you could not help but notice the townhome project adorning Indian Trail across from the church. This lego imitation is set to continue all of the way to the top of the bluff. How this ever got past the neighborhood council is beyond me. What an eyesore! I believe the perp is none other than Dennis Crapo. Perhaps I should build one of these across from his palatial home. Pardon me for venting but this is an issue that needs some real attention without regard for developers and developers money. Perhaps all of you could meet with me some weekday say at 7:00/AM in one of the restaurants in the Sundance plaza and watch the poor people try to get from Barnes road down to Francis; it's a real eye opener!

Respectfully

Thomas Kauffman

7231 N Drumheller

509 280 7740

[tkauffman49@gmail.com](mailto:tkauffman49@gmail.com)



**From:** [Black, Tirrell](#)  
**To:** [Darrell and Kim Perdue](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Re zoning  
**Date:** Friday, January 11, 2019 11:56:46 AM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,

Tirrell Black, AICP | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Darrell and Kim Perdue <[dperd@msn.com](mailto:dperd@msn.com)>  
Sent: Friday, January 11, 2019 9:51 AM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: Re zoning

Please DO NOT rezone Indian Trail. The traffic is already ridiculous. Thank you

Darrell Perdue  
4205 W. Hiawatha Drive  
Spokane, WA 99208

**From:** [Black, Tirrell](#)  
**To:** [Darla Donovan](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: North Indian Trail  
**Date:** Friday, January 11, 2019 11:56:32 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | [main 509.625-6300](#) | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Darla Donovan <darlajdono@yahoo.com>  
**Sent:** Friday, January 11, 2019 9:15 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** North Indian Trail

I am **adamantly opposed** to changing the zoning of the land fill on North Indian Trail to "general commercial".

Thank you,  
Darla Donovan  
5420 W Barnes Road, #147  
Spokane, WA 99208  
650-740-3978

**From:** [Black, Tirrell](#)  
**To:** [Amy Wallace](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose the Rezoning Re: Z18-890COMP  
**Date:** Friday, January 11, 2019 11:56:19 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | [main 509.625-6300](#) | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Amy Wallace <[amywallace007@gmail.com](mailto:amywallace007@gmail.com)>

**Sent:** Friday, January 11, 2019 9:10 AM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** Oppose the Rezoning Re: Z18-890COMP

My name is Amy Wallace and I live with my family at 9309 North Phoebe Dr., Spokane, WA, 99208. I am sending this email to let you know that I oppose the rezoning of the 25 acres located just north of the old landfill and west of Indian Trail Road (Z18-890COMP) from residential to general commercial. There are many reasons why am concerned about the proposed rezoning.

Please feel free to contact me if you would like to discuss further.

Thank you,  
Amy Wallace  
509-998-3895

**From:** [Black, Tirrell](#)  
**To:** [jhildahl3000@yahoo.com](mailto:jhildahl3000@yahoo.com)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose the Rezoning Re: Z18-890COMP  
**Date:** Friday, January 11, 2019 11:56:06 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Jeff Hildahl <[jhildahl3000@yahoo.com](mailto:jhildahl3000@yahoo.com)>  
**Sent:** Friday, January 11, 2019 9:01 AM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Oppose the Rezoning Re: Z18-890COMP

We live at 8123 N. Marjorie Ct. in the Pacific Park neighborhood and oppose a rezoning from residential to commercial in this area of Indian Trail. Indian Trail is not laid out to accommodate such a proposal and our residency here has been rife with frustrations related to all the petitions for land use since we moved here.

Jeff and Janelle Hildahl

[Sent from Yahoo Mail on Android](#)

**From:** [Black, Tirrell](#)  
**To:** [Pad Fam](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Z18-890COMP  
**Date:** Friday, January 11, 2019 8:42:35 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



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509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Pad Fam <timstarcc4@gmail.com>  
**Sent:** Friday, January 11, 2019 8:28 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** Z18-890COMP

Address: 3306 W Excell Ave

Please do not change the zoning code for this area. My family and I are against this change.

Starla Padgett

**From:** [Black, Tirrell](#)  
**To:** [Jack Lucas](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose the Rezoning Re: Z18-890COMP  
**Date:** Friday, January 11, 2019 8:11:29 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Jack Lucas <[jack.lucas@wcebroadway.com](mailto:jack.lucas@wcebroadway.com)>  
**Sent:** Friday, January 11, 2019 7:58 AM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Oppose the Rezoning Re: Z18-890COMP

My name is Jack Lucas and my wife's name is Frances Lucas

We live at 4110 W. Hiawatha Drive, Spokane, WA. 99208

We want to go on record as opposing the proposed zone change amendment:  
Z18-890COMP

The amendment to re-zone 25 acres from Residential to General Commercial in order to build a mini storage farm is emphatically opposed by us.

We want our neighborhood to be a neighborhood not a commercial zone!

Respectfully,

Jack and Frances Lucas

**From:** [Black, Tirrell](#)  
**To:** [Steve Bloom](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: File Z18-890COMP (Indian Trail) - OBJECTION TO PROPOSED RE-ZONING  
**Date:** Friday, January 11, 2019 8:11:11 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Steve Bloom <[swbloom@comcast.net](mailto:swbloom@comcast.net)>  
**Sent:** Friday, January 11, 2019 7:43 AM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Re: File Z18-890COMP (Indian Trail) - OBJECTION TO PROPOSED RE-ZONING

**Re:** File Z18-890COMP  
8109 – 8201 N. Indian Trail Rd

Please consider this our written comment to the above proposed re-zoning - We strongly OBJECT to this rezoning request or any approval.

We would like our e-mail to be included for any future notices on this application. [swbloom@comcast.net](mailto:swbloom@comcast.net)

Thank you,

Steve and Linda Bloom  
4329 W Arrowhead Rd.  
Spokane, WA 99208-4967



**From:** [Black, Tirrell](#)  
**To:** [kellie reilly](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose Re-Zoning Re: Z18-890COMP  
**Date:** Friday, January 11, 2019 8:10:58 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | [main](#) 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** [kellie reilly <kdireilly@hotmail.com>](#)  
**Sent:** Friday, January 11, 2019 7:15 AM  
**To:** [Black, Tirrell <tblack@spokanecity.org>](#)  
**Subject:** Oppose Re-Zoning Re: Z18-890COMP

My address is 9108 N Farmdale Street, Spokane, Wa 99208. My family and I object to this re-zoning.

Thank you,  
Kellie Reilly

Get [Outlook for Android](#)

**From:** [Black, Tirrell](#)  
**To:** [r.scunch](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Z18-890COMP  
**Date:** Friday, January 11, 2019 8:10:46 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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---

**From:** r.scunch <r.scunch@yahoo.com>  
**Sent:** Friday, January 11, 2019 7:09 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** Z18-890COMP

I object to this re-zoning.  
Kim Donahue  
7001 N. Fischer ct

Sent from my Verizon, Samsung Galaxy smartphone

**From:** [Black, Tirrell](#)  
**To:** [martina.pachal](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose the Rezoning Re: Z18-890COMP  
**Date:** Friday, January 11, 2019 8:10:35 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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509.625-6185 | [main](#) 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** martina pachal <m\_pachal@hotmail.com>

**Sent:** Friday, January 11, 2019 6:55 AM

**To:** Black, Tirrell <tblack@spokanecity.org>

**Subject:** Oppose the Rezoning Re: Z18-890COMP

We OPPOSE the 25 acre storage facility and OBJECT to the re-zoning of said property.

Thank you!

Martina Pachal @ 4106 W Osage Way, 99208

Sent from my Verizon, Samsung Galaxy smartphone

**From:** [Black, Tirrell](#)  
**To:** [kyles5704@gmail.com](mailto:kyles5704@gmail.com)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose the Rezoning Re: Z18-890COMP  
**Date:** Friday, January 11, 2019 8:10:22 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | [main 509.625-6300](tel:509.625-6300) | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** [kyles5704@gmail.com](mailto:kyles5704@gmail.com) <[kyles5704@gmail.com](mailto:kyles5704@gmail.com)>

**Sent:** Friday, January 11, 2019 6:04 AM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** Oppose the Rezoning Re: Z18-890COMP

I do not agree with the rezone plan for our neighborhood!

Brandon Kyle

5706 W Dorothy Ct 99208

[Sent from Yahoo Mail for iPhone](#)

Sent from my iPhone

**From:** [Black, Tirrell](#)  
**To:** [Randi Brickner](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: I oppose Rezoning Re: Z18-890COMP  
**Date:** Friday, January 11, 2019 8:10:12 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | [main](#) 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Randi Brickner <rbrick19@yahoo.com>  
**Sent:** Friday, January 11, 2019 6:01 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** I oppose Rezoning Re: Z18-890COMP

Good morning.

I live in the beautiful family friendly neighborhood of Indian Trail and I have huge concern with this plan.

Please do not allow this!

Randi Kyle  
5706 W Dorothy ct  
99208

**From:** [Black, Tirrell](#)  
**To:** [Kathy Miotke](#)  
**Cc:** [Terry Deno](#); [James Bakke](#); [Mel and Karen Neil](#); [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Zone Change Z18 890 COMP  
**Date:** Friday, January 11, 2019 8:09:43 AM

---

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Sincerely,

Tirrell Black, AICP | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

**From:** Kathy Miotke <[prairiepyrs@fastmail.com](mailto:prairiepyrs@fastmail.com)>  
**Sent:** Thursday, January 10, 2019 10:03 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Cc:** Terry Deno <[tdeno@peoplepc.com](mailto:tdeno@peoplepc.com)>; James Bakke <[jfbakke37@gmail.com](mailto:jfbakke37@gmail.com)>; Mel and Karen Neil <[mkneil@comcast.net](mailto:mkneil@comcast.net)>  
**Subject:** Zone Change Z18 890 COMP

Please accept our letter in opposition of the above zone change.

**From:** [Black, Tirrell](#)  
**To:** [Casey Fowler](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: File# Z18-890COMP  
**Date:** Friday, January 11, 2019 8:09:05 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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509.625-6185 | [main 509.625-6300](#) | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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---

**From:** Casey Fowler <[casey.fowler@live.com](mailto:casey.fowler@live.com)>  
**Sent:** Thursday, January 10, 2019 9:30 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** File# Z18-890COMP

Reference: File# Z18-890COMP

My name is Casey Fowler, and I am a resident of the Indian Trail Community. I am opposed to the proposal to rezone the area on North Indian Trail for a 25 acre mini-storage, and the possibility to set a precedent for further commercial development in that area.

Thank you for your consideration,

Casey Fowler

Sent from my iPhone

**From:** [Black, Tirrell](#)  
**To:** [hondlelaw@q.com](mailto:hondlelaw@q.com)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Reference: File# Z18-890COMP  
**Date:** Friday, January 11, 2019 8:08:54 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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Sincerely,



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509.625-6185 | [main 509.625-6300](tel:509.625-6300) | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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---

**From:** Bruce W. Hondle <[hondlelaw@q.com](mailto:hondlelaw@q.com)>

**Sent:** Thursday, January 10, 2019 7:31 PM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** Reference: File# Z18-890COMP

Dear Mr. Black:

My wife and I have lived at 8119 N. Marjorie St. since 1998 (started construction in 1996). From 1992 to 1998 we lived at 10115 N. Seminole Drive. We are therefore very familiar with the history of the Indian Trail Neighborhood and the Sundance Shopping Center over the last 27 years.

It is bad enough that the massive construction project presently underway in the area of Pacific Park Drive and the former Strong Road is going to increase congestion to an already saturated Indian Trail Road, but now Mr. Douglass is advancing a plan to change the zoning in that immediate vicinity from residential to General Commercial.

My wife and I wholeheartedly support the opposition to Mr. Douglass' application to change the land use designation at 8109 - 8201 N. Indian Trail Drive from Single-Family Residential to General Commercial, for the reasons set forth in a letter that has been or will be submitted to you by the North Indian Trail Neighborhood Council.



We thank you in advance for your anticipated courtesy and consideration in this matter.

**Bruce W. Hondle**

*Attorney at Law*

*Certified Public Accountant*

**Attorney-Client Privilege Notice:**

This message is intended for the sole use of the individual and entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not use, copy, disclose or distribute this message or any information contained in the message. If you have received this message in error, please immediately advise the sender by reply email and delete the message. Thank you.

**Disclaimer:** Unless otherwise expressly indicated, any tax advice has been based on facts that you or your representative(s) have provided to me and could change if the underlying facts are different from those provided.

**From:** [Black, Tirrell](#)  
**To:** [hondlelaw@q.com](mailto:hondlelaw@q.com)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Reference: File# Z18-890COMP  
**Date:** Friday, January 11, 2019 8:08:35 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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---

**From:** Bruce W. Hondle <[hondlelaw@q.com](mailto:hondlelaw@q.com)>  
**Sent:** Thursday, January 10, 2019 7:22 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Reference: File# Z18-890COMP

Dear Mr. Black:

I would like to be included in future notices on the above-referenced file number.

Thank you,

**Bruce W. Hondle**

*Attorney at Law*

*Certified Public Accountant*

*8119 N. Marjorie St.*

*Spokane, WA 99208*

*(509)464-4779*

**Attorney-Client Privilege Notice:**

This message is intended for the sole use of the individual and entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not

use, copy, disclose or distribute this message or any information contained in the message. If you have received this message in error, please immediately advise the sender by reply email and delete the message. Thank you.

**Disclaimer:** Unless otherwise expressly indicated, any tax advice has been based on facts that you or your representative(s) have provided to me and could change if the underlying facts are different from those provided.

**From:** [Black, Tirrell](#)  
**To:** [Sally Vantress-Lodato](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Reference: File# Z18-890COMP  
**Date:** Friday, January 11, 2019 8:08:01 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Sally Vantress-Lodato <[slodato@comcast.net](mailto:slodato@comcast.net)>

**Sent:** Thursday, January 10, 2019 7:05 PM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** Reference: File# Z18-890COMP

Please note that our household is against this proposed change as it does not represent the intent of the master plan that was developed for our area. Changes like this one have continued to misrepresent the vision for this neighborhood and are “junking” up what is/was a really beautiful area.

Thank you

Sally Lodato  
4903 W Howesdale Dr

**From:** [Black, Tirrell](#)  
**To:** [melissa barnett](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose rezoning Z18-890COMP  
**Date:** Friday, January 11, 2019 8:07:47 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | [main 509.625-6300](#) | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** melissa barnett <[melissanbarnett@gmail.com](mailto:melissanbarnett@gmail.com)>

**Sent:** Thursday, January 10, 2019 6:56 PM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** Oppose rezoning Z18-890COMP

I oppose general commercial rezoning on Indian Trail. My address is 4004 W. Hiawatha Dr 99208.

Melissa Barnett  
Resident

Thank you

**From:** [Black, Tirrell](#)  
**To:** [Earl Elias](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: File# Z18-890COMP.  
**Date:** Friday, January 11, 2019 8:07:31 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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509.625-6185 | [main 509.625-6300](tel:509.625-6300) | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Earl Elias <earlelias@gmail.com>  
**Sent:** Thursday, January 10, 2019 6:47 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** File# Z18-890COMP.

Dear Sir:

Just to let you know, I'm against this proposed zoning change. Thanks.

Earl Elias  
9609 N Seminole Drive  
Spokane WA 99208

**From:** [Black, Tirrell](#)  
**To:** [craig egggerman](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: File Z18-890COMP  
**Date:** Friday, January 11, 2019 8:05:56 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** craig egggerman <craigerman@outlook.com>  
**Sent:** Thursday, January 10, 2019 6:21 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** File Z18-890COMP

As I read this it is another attempt to modify the original approved planning document. We have ample space for additional retail on Indian Trail that is not being used. If this is an attempt to add more apartments, that is the last thing we need. Traffic is bad enough and now we have even more coming down from 5 mile and accessing Indian Trail. Until we have 4 lanes from Francis to the county line and a turn signal at Woodside, no more zoning changes.

Respectfully

Craig Egggerman  
9628 N Arrowhead Rd

**From:** [Black, Tirrell](#)  
**To:** [Schaufelberger, Kent A](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Rezoning proposal  
**Date:** Friday, January 11, 2019 8:05:41 AM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
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509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Schaufelberger, Kent A <[Kent.Schaufelberger@providence.org](mailto:Kent.Schaufelberger@providence.org)>  
Sent: Thursday, January 10, 2019 5:49 PM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: Rezoning proposal

Simply put: the City of Spokane has done nothing to alleviate what will already be a huge traffic jam every morning and evening due to the hundreds of new homes being built by the Douglas Corp. and it's sub-contractors.

And now let's add more congestion with this new plan.

As a family, we've decided to leave Spokane as soon as possible. We are tired of a city government that allows poorly regulated growth while refusing to improve the infrastructure—Spokane has the worst streets in the northwest! North Indian Trail Road and Strong Road east of Five Mile on the prairie are two examples.

Kent Schaufelberger  
4908 West Howesdale Dr

Sent from my iPhone

This message is intended for the sole use of the addressee, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the addressee you are hereby notified that you may not use, copy, disclose, or distribute to anyone the message or any information contained in the message. If you have received this message in error, please immediately advise the sender by reply email and delete this message.



**From:** [Black, Tirrell](#)  
**To:** [Ken Marquess](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Strong opposition to Douglas rezone app. 218-890COMP  
**Date:** Friday, January 11, 2019 8:05:19 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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509.625-6185 | [main 509.625-6300](tel:509.625-6300) | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Ken Marquess <[pintler@hotmail.com](mailto:pintler@hotmail.com)>  
**Sent:** Thursday, January 10, 2019 5:33 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Strong opposition to Douglas rezone app. 218-890COMP

Hello.

Please vote no on the application to change the zoning requirements along Indian Trail.

Thanks,  
Mary Marsh

Sent from Outlook

**From:** [Black, Tirrell](#)  
**To:** [SHARON MEROSS](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: opposition to N Indian Trail comp plan amendment Z18-890COMP  
**Date:** Friday, January 11, 2019 8:05:05 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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---

**From:** SHARON MEROSS <[sharonmraz@comcast.net](mailto:sharonmraz@comcast.net)>  
**Sent:** Thursday, January 10, 2019 5:33 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** opposition to N Indian Trail comp plan amendment Z18-890COMP

Dear Ms. Black,

After looking at several Spokane neighborhoods, my husband and I decided to relocate from Portland to the North Indian Trail neighborhood in June 2019.

I am disappointed that an ad hoc committee is considering a comprehensive plan land-use designation change that will change zoning from residential to commercial at 8109-8201 North Indian Trail Road, in order to accommodate a developer's request to build a storage facility.

I am opposed to this proposal on the basis that the planned development will not benefit the community at large, allows unattractive development in an appealing open space, and is unnecessary as there is commercial capacity elsewhere.

Comprehensive plan changes should not be taken lightly, and must consider how the entire

community benefits from the proposed change. In this case, it appears that the only beneficiary is the developer who will enhance his business by building storage for the rental units he has built nearby.

While I am not against comprehensive plan changes that bring additional services to the community that will serve many neighborhood residents, this change will only benefit a very narrow population. Additionally, this change will irreversibly transform an attractive open space to a storage facility. I've never seen a storage facility built with an attractive façade that blends into its community.

Thank you for your consideration.

Sharon Meross

**From:** [Black, Tirrell](#)  
**To:** [Timothy Hunt](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Opposition to Z18-890COMP 8109-8201 N Indian Trail Rd Comp Plan amendment  
**Date:** Friday, January 11, 2019 8:04:29 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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---

**From:** Timothy Hunt <[timbhunt@comcast.net](mailto:timbhunt@comcast.net)>  
**Sent:** Thursday, January 10, 2019 5:11 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Opposition to Z18-890COMP 8109-8201 N Indian Trail Rd Comp Plan amendment

Greetings:

I'll be moving to the North Indian Trail neighborhood in May of this year. In researching the area I found the notice about the proposed comp plan amendments.

I am not against commercial development *per se*, but I don't believe a mini storage facility brings a community benefit to the area or improves the livability of the neighborhood. I can see how it would benefit the owner of the property, but presumably the land use designation was understood when the parcel was purchased.

A significant amount of thought and work goes into creating a city comprehensive plan and I think it should be given time to unfold as originally intended. I oppose the Harlan D Douglass application Z18-890COMP.

Thanks for your consideration.

Tim Hunt

**From:** [Black, Tirrell](#)  
**To:** [Mark Anderson](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose and object to the Rezoning Re: Z18-890COMP  
**Date:** Friday, January 11, 2019 8:04:17 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Mark Anderson <[climbupward@gmail.com](mailto:climbupward@gmail.com)>  
**Sent:** Thursday, January 10, 2019 4:34 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Oppose and object to the Rezoning Re: Z18-890COMP

To Whom It May Concern:

My family and I are currently residents in the North Indian Trail area. We strongly object to the re-zoning of the 25 acres west of Indian Trail Road beyond the old landfill (currently requested to be changed from residential to general commercial by Harlan Douglass). We are concerned with traffic and other repercussions of a re-zoning.

Mark and Claudia Anderson  
4114 W Osage Way, Spokane, WA 99208  
509-435-7828

**From:** [Black, Tirrell](#)  
**To:** [Dave Melges](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: File# Z18-890COMP  
**Date:** Friday, January 11, 2019 8:03:54 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Dave Melges <dave@melges.net>  
**Sent:** Thursday, January 10, 2019 4:17 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** File# Z18-890COMP

David Melges  
9817 N Ute CT  
Spokane, WA 99208-9415

I strongly agree with the NITR Council letter. Further commercial development in the neighborhood makes no sense when Sundance Plaza is nowhere near fully developed, this does not support this change in the Comp plan.

The location of this proposed change based on the topography shows little planning for a mini storage area, as well as the lack of easy access to it.

**From:** [Black, Tirrell](#)  
**To:** [Dorothy Schultheis](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Reference: File# Z18-890COMP  
**Date:** Friday, January 11, 2019 8:02:21 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Dorothy Schultheis <dorothymath7@gmail.com>

**Sent:** Thursday, January 10, 2019 4:15 PM

**To:** Black, Tirrell <tblack@spokanecity.org>

**Subject:** Reference: File# Z18-890COMP

I am opposed to the zone change request for the land mentioned in this file. Any additional building out here on Indian Trail should be of the residential form for which it is currently zoned. We do not need more commercial endeavors out here (there are many unused commercial buildings in the Indian Trail shopping center, so how can we justify additional commercial building. We also do not want more multi-family apartments - it is too busy on Indian Trail already. If any additional building is to take place, it should be single family dwellings only.

Thank you,  
Dorothy Schultheis  
9609 N. Moore St.



**From:** [Black, Tirrell](#)  
**To:** [Cathy Hudek](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: oppose zoning changes to File# Z18-890COMP  
**Date:** Friday, January 11, 2019 8:02:03 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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---

**From:** Cathy Hudek <[chudek@riverpointrx.com](mailto:chudek@riverpointrx.com)>  
**Sent:** Thursday, January 10, 2019 2:53 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** oppose zoning changes to File# Z18-890COMP

My husband and I both oppose the zoning changes proposed for this area off of Indian Trail Road.

Catherine Hudek  
Richard Dale Storr

10311 N. Prairie Dr.

*Cathy Hudek, R.Ph*  
Owner/Pharmacist  
Riverpoint Pharmacy  
1802 N. Monroe  
Spokane, WA 99205  
(509) 343-6252

**From:** [Black, Tirrell](#)  
**To:** [Larry Poffenroth](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Object zoning  
**Date:** Friday, January 11, 2019 8:01:51 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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---

**From:** Larry Poffenroth <coug4114@gmail.com>  
**Sent:** Thursday, January 10, 2019 2:49 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** Object zoning

Objection to Re-zoning on Indian Trail RE: Z18-890COMP  
Sent from my iPhone  
Enough already. Traffic and roads messed up and nightmare

**From:** [Black, Tirrell](#)  
**To:** [redpoll@mac.com](mailto:redpoll@mac.com)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose the Rezoning Re: Z18-890COMP  
**Date:** Friday, January 11, 2019 8:01:31 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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---

**From:** redpoll@mac.com <redpoll@mac.com>  
**Sent:** Thursday, January 10, 2019 2:49 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** Oppose the Rezoning Re: Z18-890COMP

To Whom It May Concern:

We are currently residents in the North Indian Trail area. We strongly object to the re-zoning of the 25 acres west of Indian Trail Road beyond the old landfill (currently requested to be changed from residential to general commercial by Harlan Douglass). We are concerned with traffic and other repercussions of a re-zoning.

Chris Smith and Joanne Welch  
4220 W. Hiawatha Dr.  
Spokane, WA 99208  
907-350-9866

**From:** [Black, Tirrell](#)  
**To:** [ghayward91](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Reference: File# Z18-890COMP  
**Date:** Friday, January 11, 2019 8:01:18 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** ghayward91 <[ghayward91@gmail.com](mailto:ghayward91@gmail.com)>

**Sent:** Thursday, January 10, 2019 2:46 PM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** Reference: File# Z18-890COMP

I live at 5311 W Russett DR Spokane WA 99208 and I do not want this to happen.

**From:** [Black, Tirrell](#)  
**To:** [Larry Poffenroth](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Re zone  
**Date:** Friday, January 11, 2019 8:01:06 AM

---

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This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Larry Poffenroth <[coug4114@gmail.com](mailto:coug4114@gmail.com)>  
Sent: Thursday, January 10, 2019 2:45 PM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: Re zone

Come on enough already  
Rezoning. Opposed completely!!!!

Sent from my iPhone

**From:** [Black, Tirrell](#)  
**To:** [JoAnn Townsend](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Rezoning Z18-890COMP  
**Date:** Friday, January 11, 2019 8:00:50 AM

---

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This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: JoAnn Townsend <[normajo54@hotmail.com](mailto:normajo54@hotmail.com)>  
Sent: Thursday, January 10, 2019 2:45 PM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: Rezoning Z18-890COMP

Please add my name to the list of those opposing this proposed residential property change. I live at 7022 North G Street in north Spokane.

JoAnn Townsend

Sent from my iPhone

**From:** [Black, Tirrell](#)  
**To:** [Laurie Wellington](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Z18-890COMP  
**Date:** Friday, January 11, 2019 8:00:35 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | [main 509.625-6300](#) | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Laurie Wellington <lauriew@nwjustice.org>  
**Sent:** Thursday, January 10, 2019 2:36 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** Z18-890COMP

We are in opposition of the proposed building sites! We chose to live in this area because of all the beautiful woods and nature. Now it is nothing but constant building. It seems like we have no say in what happens as the city doesn't care – they just see dollar signs.

Kevin & Laurie Wellington  
4401 W. Elderberry Avenue  
Spokane, WA 99208

**From:** [Black, Tirrell](#)  
**To:** [Linda K. Williamson](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Rezoning of Indian Trail neighborhood  
**Date:** Friday, January 11, 2019 8:00:23 AM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,

Tirrell Black, AICP | City of Spokane |Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Linda K. Williamson <[willialk@me.com](mailto:willialk@me.com)>  
Sent: Thursday, January 10, 2019 2:35 PM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: Re: Rezoning of Indian Trail neighborhood

Thank you, Tirrel Black!  
I would like to extend my apologies to you too. I should have addressed you as Ms. Black!  
Linda Williamson

Sent from my iPhone

> On Jan 10, 2019, at 2:11 PM, Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)> wrote:

>

> Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.

> Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

>

> Additionally, your email has been added to the notification list of any further actions related to this proposal.

>

>

> Sincerely,

>

> Tirrell Black, AICP | City of Spokane |Associate Planner

> 509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

>

> This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

>

> -----Original Message-----

> From: Linda K. Williamson <[willialk@me.com](mailto:willialk@me.com)>

> Sent: Thursday, January 10, 2019 9:09 AM

> To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>



> Subject: Rezoning of Indian Trail neighborhood

>

> Dear Mr. Black:

>

> We are adamantly opposed to a zoning change Z18-890COMP on Indian Trail.

>

> A very concerned neighbor!

>

> Gary and Linda Williamson

>

> Sent from my iPad

**From:** [Black, Tirrell](#)  
**To:** [Stephanie Bowman](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: File# Z18-890COMP  
**Date:** Friday, January 11, 2019 8:00:09 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Stephanie Bowman <[stephanie42574@yahoo.com](mailto:stephanie42574@yahoo.com)>

**Sent:** Thursday, January 10, 2019 2:31 PM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** File# Z18-890COMP

As a homeowner in the Indian Trail neighborhood, I would like to go on record as being adamantly opposed to the proposed amendment.

We do not believe that there is justification for a 25 acre mini-storage facility or for additional commercial zoning. We have plenty of commercial space that already exists in the Sundance Plaza which is about one half mile to the North. There are several vacant commercial spaces in the Plaza and large empty "pads" where commercial facilities could be built, including a mini-storage facility. There are also 4 empty commercial spaces adjacent to the Yokes Grocery Store on ITR just north of Francis.

We believe that approval of this proposed amendment would also set a precedent for a possible request to re-zone the remainder of the Douglass property that is now zoned and platted as residential to commercial.

It is reasonable to assume that the actual intent is to develop other commercial facilities along with, or instead of, a mini-storage facility.

Please do not allow this amendment to pass.

Stephanie Bowman  
6109 W. Kittitas Ct.  
Spokane, WA 99208

**From:** [Black, Tirrell](#)  
**To:** [J A SHEPARD](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: OPPOSE THE REZONING re: Z18-890 COMP  
**Date:** Thursday, January 10, 2019 4:04:03 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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Tirrell Black  
Associate Planner  
City of Spokane  
509-625-6185  
[tblack@spokanecity.org](mailto:tblack@spokanecity.org)

---

**From:** J A SHEPARD <[shepardja@msn.com](mailto:shepardja@msn.com)>  
**Sent:** Thursday, January 10, 2019 2:24 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** OPPOSE THE REZONING re: Z18-890 COMP

Mr. Black:

We oppose the rezoning of the Douglas property. This is not a zone change that would be beneficial to the Indian Trail neighborhood.

Thank you,

Joan Hall-Inkpen

7241 N Fotheringham St

Spokane, WA 99208

**From:** [Black, Tirrell](#)  
**To:** [J A SHEPARD](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: OPPOSE THE REZONING re: Z18-890 COMP  
**Date:** Thursday, January 10, 2019 4:01:43 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** J A SHEPARD <[shepardja@msn.com](mailto:shepardja@msn.com)>  
**Sent:** Thursday, January 10, 2019 2:24 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** OPPOSE THE REZONING re: Z18-890 COMP

Mr. Black:

We oppose the rezoning of the Douglas property. This is not a zone change that would be beneficial to the Indian Trail neighborhood.

Thank you,

Joan Hall-Inkpen  
7241 N Fotheringham St  
Spokane, WA 99208

**From:** [Black, Tirrell](#)  
**To:** [Deanna Hays](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Zone change proposal Z18-890COMP  
**Date:** Thursday, January 10, 2019 2:13:09 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Deanna Hays <[haysd2010@hotmail.com](mailto:haysd2010@hotmail.com)>

**Sent:** Thursday, January 10, 2019 12:17 PM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** Zone change proposal Z18-890COMP

I am opposed to the proposal Z18-890COMP to change zoning from residential to commercial on north Indian Trail.

The letter from our neighborhood council sums up the scenario perfectly.

I live in the Pacific Park neighborhood at 5715 W Nadine Court.

Thank you,  
Deanna Hays

Get [Outlook for Android](#)

**From:** [Black, Tirrell](#)  
**To:** [David Pachal](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose the Rezoning Re: Z18-890COMP  
**Date:** Thursday, January 10, 2019 2:12:54 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** David Pachal <DPachal@hotmail.com>  
**Sent:** Thursday, January 10, 2019 12:07 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** Oppose the Rezoning Re: Z18-890COMP

My family lives at 4106 W. Osage Way, just off Indian Trail. We oppose the rezoning of this property from residential to commercial.

Thank you for taking our opinion into consideration.

David Pachal



**From:** [Black, Tirrell](#)  
**To:** [Mike Taylor](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose the rezoning re: Z18-890COMP  
**Date:** Thursday, January 10, 2019 2:12:35 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Mike Taylor <miketaylor55@hotmail.com>  
**Sent:** Thursday, January 10, 2019 11:41 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** Oppose the rezoning re: Z18-890COMP

Please do not rezone this area for any kind of commercial use. Indian Trail Road needs significant improvement now. The neighborhood does not need this kind of development.

**From:** [Black, Tirrell](#)  
**To:** [Gail And Dave DeRoshia](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Indian Trail land use change  
**Date:** Thursday, January 10, 2019 2:12:08 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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---

**From:** Gail And Dave DeRoshia <[twoderoshias@comcast.net](mailto:twoderoshias@comcast.net)>  
**Sent:** Thursday, January 10, 2019 11:01 AM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Indian Trail land use change

Indian Trail neighborhood has already rejected a Douglas plan last year. Now he says "storage Units" but is that strictly enacted? No other use can be considered? Also, we still have emergency and traffic congestion problems with a two lane center turn lane at the construction site adjacent to Indian Trail road. Until there is a four lane road expansion, there remains a very serious emergency and congestion problem. No further building until the residents of this area are safe. Please send me results of your meeting to :

D. DeRoshia  
N. 10928 Iroquois  
Spokane , Wa. 99208  
Or  
[twoderoshias@comcast.net](mailto:twoderoshias@comcast.net)

Thank you for your valued consideration in this extremely important matter.

Sent from [Mail](#) for Windows 10

**From:** [Black, Tirrell](#)  
**To:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** FW: City's Comprehensive Plan - changes to land zoning - N Indian Trail Rd, File Z18-890COMP  
**Date:** Thursday, January 10, 2019 2:11:38 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Tirrell Black  
Associate Planner  
City of Spokane  
509-625-6185  
[tblack@spokanecity.org](mailto:tblack@spokanecity.org)

---

**From:** LINDA BRUNETTE <lindabrunette1104@comcast.net>  
**Sent:** Thursday, January 10, 2019 10:22 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** RE: City's Comprehensive Plan - changes to land zoning - N Indian Trail Rd, File Z18-890COMP

Thank you for your response to my email. I appreciate your time and acknowledgement.

Linda Brunette

On January 9, 2019 at 9:52 AM "Black, Tirrell" <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)> wrote:

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** LINDA BRUNETTE <[lindabrunette1104@comcast.net](mailto:lindabrunette1104@comcast.net)>

**Sent:** Wednesday, January 9, 2019 9:36 AM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** City's Comprehensive Plan - changes to land zoning - N Indian Trail Rd, File Z18-890COMP

Please note that as a member of this neighborhood, I am opposed to any zoning change for this 25 acre parcel.

Linda Brunette

9219 N Rosebury Ln

Spokane, WA 99208

**From:** [Black, Tirrell](#)  
**To:** [Linda K. Williamson](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Rezoning of Indian Trail neighborhood  
**Date:** Thursday, January 10, 2019 2:11:19 PM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
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Sincerely,

Tirrell Black, AICP | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Linda K. Williamson <[willialk@me.com](mailto:willialk@me.com)>  
Sent: Thursday, January 10, 2019 9:09 AM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: Rezoning of Indian Trail neighborhood

Dear Mr. Black:

We are adamantly opposed to a zoning change Z18-890COMP on Indian Trail.

A very concerned neighbor!

Gary and Linda Williamson

Sent from my iPad

**From:** [Black, Tirrell](#)  
**To:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** FW: opposition to zoning change Z18-899COMP  
**Date:** Thursday, January 10, 2019 2:10:46 PM

---

Tirrell Black  
Associate Planner  
City of Spokane  
509-625-6185  
[tblack@spokanecity.org](mailto:tblack@spokanecity.org)

**From:** pamela wilde <[pamelaawilde@gmail.com](mailto:pamelaawilde@gmail.com)>  
**Sent:** Thursday, January 10, 2019 8:53 AM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** opposition to zoning change Z18-899COMP

As a homeowner in NW Spokane, I am voicing my Opposition to the zoning change request Z18-889COMP.

Pamela Wilde  
9301 N Belmont DR  
Spokane WA 99208

**From:** [Black, Tirrell](#)  
**To:** [pamela wilde](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: indian trail zoning change request  
**Date:** Thursday, January 10, 2019 2:10:31 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** pamela wilde <pamelaawilde@gmail.com>  
**Sent:** Thursday, January 10, 2019 8:50 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** indian trail zoning change request

As a homeowner in the Indian Trail neighborhood am writing this email to voice my opposition to the proposed zoning change Z18-890comp from SF to GC..

Thank you,

Pamela Wilde  
9301 N Indian Trail Rd  
Spokane WA 99208



**From:** [Black, Tirrell](#)  
**To:** [Nancy Perkins](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Opposed to Comp Plan Ammdement Z18-890COMP (N Indian Trail)  
**Date:** Thursday, January 10, 2019 8:06:36 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Nancy Perkins <natco4@q.com>  
**Sent:** Thursday, January 10, 2019 7:37 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** Opposed to Comp Plan Ammdement Z18-890COMP (N Indian Trail)

Dear Ms. Black:

I would like to express my opposition to the above comp plan amendment to rezone 25 acres from residential to general commercial.

It has been said that the intent is to build mini storage units on this property but 25 acres of storage units in a residential area would be way outside of the scope of the current Comp Plan. This change would open up this 25 acre parcel of land to any number of changes ranging from single family homes, to apartments, to a possible strip mall.

I believe there is plenty of commercially zoned property around the existing Sundance Plaza that would accommodate mini storage units if that is truly what is needed in this area. Placing them here would also help the existing businesses in the Plaza.

Sincerely,

Nancy Perkins  
5915 W Tepee Ct  
Spokane WA 99208  
509-879-1299

**From:** [Black, Tirrell](#)  
**To:** [Siri Throm Saxe](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: North IndianTrail Rezone  
**Date:** Thursday, January 10, 2019 8:05:53 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Siri Throm Saxe <saxefamily@comcast.net>

**Sent:** Thursday, January 10, 2019 6:21 AM

**To:** Black, Tirrell <tblack@spokanecity.org>

**Subject:** North IndianTrail Rezone

I am strongly apposed to rezoning existing land for commercial residential property. Our once beautiful Indian Trail is now a mecca of apartments and housing. We are losing trees by the minute. Property for lease has sat unused for years (including blockbuster building) New business are not able to afford the high rent prices and business after business fail. Our roads (even with expanding them) are not suited for this much traffic and Indian Trail has turned into gridlock at many hours of the day.

Once again I am strongly apposed.

Siri Throm Saxe

9010 N. Farmdale St.

Spokane, WA 99208

509-599-5099

**From:** [Black, Tirrell](#)  
**To:** [Aaron Putzke](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: N Indian Trail Z18-890COMP  
**Date:** Thursday, January 10, 2019 8:05:27 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Aaron Putzke <grndswell@gmail.com>

**Sent:** Thursday, January 10, 2019 4:48 AM

**To:** Black, Tirrell <tblack@spokanecity.org>

**Subject:** N Indian Trail Z18-890COMP

Dear Committee Members,

I am writing to *strongly oppose* the proposal by the Douglass group to change the zoning of 25 acres in North Indian Trail from residential to commercial.

A few reasons for my opposition:

- 1) There is already plenty of unused commercially zoned property in North Indian Trail. Until there is a need to fill that property we do not need more. Doing so would invite more proposals to change zoning in other areas of Indian Trail as well.
- 2) There is not enough infrastructure to support more commercial business or multi-family dwellings in North Indian Trail. We don't even have the infrastructure to support the new housing going in much less for commercial use, including the addition of more multi-family dwellings, being that apartments could be built on commercially zoned property. Our schools and roads cannot support this kind of growth going forward without significant improvement, and none has been approved for the future growth.
- 3) The North Indian Trail community has clearly demonstrated that it does not want more multi-family dwelling units built in the neighborhood, which again is a likely outcome of commercially zoned property.

Please reject the Douglass proposal outright and do not consider the proposal in the future.  
Keep North Indian Trail a residential, primarily single family dwelling neighborhood.  
Thank you for your time.

Sincerely,

Aaron Putzke

4310 W. Shawnee Ave, 99208 (N. Indian Trail)

**From:** [Black, Tirrell](#)  
**To:** [Linda Ligatich](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Z18-890COMP  
**Date:** Thursday, January 10, 2019 8:05:14 AM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,

Tirrell Black, AICP | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Linda Ligatich <[lindakligatich@gmail.com](mailto:lindakligatich@gmail.com)>  
Sent: Wednesday, January 9, 2019 8:28 PM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: Z18-890COMP

We are adamantly opposed to the zone change request from residential to commercial for comp plan, Z18-890COMP.

Sincerely,  
Joe and Linda Ligatich  
8904 N. Madeline Ln.  
Spokane, Wa. 99208

**From:** [Black, Tirrell](#)  
**To:** [Dawn Gering](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: North Indian Trail, file number Z18-890COMP  
**Date:** Thursday, January 10, 2019 8:04:59 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | [main 509.625-6300](tel:509.625-6300) | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Dawn Gering <sdtgering@live.com>  
**Sent:** Wednesday, January 9, 2019 7:39 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** re: North Indian Trail, file number Z18-890COMP

Do not rezone this to commercial. I live further up Indian Trail. There is plenty of commercially zoned space available and has been for the 15 years I have lived here.

Sincerely,

Dawn Gering  
10615 N Clallam Ct  
Spokane 99208

Sent via the Samsung Galaxy S9, an AT&T 4G LTE smartphone

**From:** [Black, Tirrell](#)  
**To:** [Home](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: North Indian Trail file # Z18-890COMP  
**Date:** Thursday, January 10, 2019 8:04:38 AM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,

Tirrell Black, AICP | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Home <[kembels@comcast.net](mailto:kembels@comcast.net)>  
Sent: Wednesday, January 9, 2019 6:55 PM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: North Indian Trail file # Z18-890COMP

We whole heartedly disagree with Douglass' zoning change for this property.

Steve and Holli Kembel  
9626 N Seneca Drive  
Spokane

Sent from my iPad



**From:** [Black, Tirrell](#)  
**To:** [the bontrager family bontrager](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: N.Indian Trail Area  
**Date:** Thursday, January 10, 2019 8:04:16 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** the bontrager family bontrager <bonfamfive@gmail.com>

**Sent:** Wednesday, January 9, 2019 4:58 PM

**To:** Black, Tirrell <tblack@spokanecity.org>

**Subject:** N.Indian Trail Area

To whom it may concern,

On January 16 the city council will be reviewing a request by Douglas property to rezone a portion of land off Indian Trail Rd. into commercial property. As a member of the IT community I would like to urge the council to please consider NOT allowing the land to be rezoned. We have an abundance of commercial property that sits empty in our community already along with a single lane road system that is already not sufficient to accommodate the large number of houses, apartments, and town homes already being built.

Thank you for your consideration!

Shannon Bontrager

**From:** [Black, Tirrell](#)  
**To:** [Nicole Thorn](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: In reference to proposed amendment Z18-890COMP  
**Date:** Wednesday, January 9, 2019 4:12:49 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Nicole Thorn <[nicolealexisthorn@gmail.com](mailto:nicolealexisthorn@gmail.com)>  
**Sent:** Wednesday, January 9, 2019 4:11 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** In reference to proposed amendment Z18-890COMP

Hello,

I am a resident in the Woodridge neighborhood off of N Indian Trail in Spokane and would like to voice my opinion regarding the proposed amendment Z18-890COMP.

While I understand the need for commercial development to expand commerce in a given location, I am of the opinion that the area chosen in proposed amendment Z18-890COMP would significantly change the landscape of the N Indian Trail neighborhood in a couple of different contexts.

Added commerce also means added traffic. The N Indian Trail area, despite the plan to widen the road, will see an increase in traffic of which is already a danger to pedestrians and drivers alike due to poor visibility from side roads along the main stretch of N Indian Trail Rd. Those side roads have obscured viewing angles due to foliage and structures and have been the cause of several accidents in recent memory. Additional traffic will also slow down commutes to and from the N Indian Trail area, which can have a negative impact on commerce elsewhere in

the city. Until there is a better solution for residents to traverse N Indian Trail Rd, I feel that it is very sensitive to changes that effect traffic volume.

N Indian Trail Rd has a uniqueness about it that I have not seen in other parts of the city: the feeling of being away from the busier parts of Spokane and maintaining a moderate reach into the local natural features of the outskirts of the city. Adding more development to the area weakens that unique feature, which is a selling point in those interested in a neighborhood that feels more suburban than urban. It would be a disadvantage to change the landscape so much that it feels more in line with the rest of the city. With easy access to areas like the Van Horn, Edburg, & Bass Conservation Area and the Little Spokane River Natural Area, N Indian Trail Rd feels a bit closer to nature and many residents move to this area for that quality.

Thank you for your time.

Sincerely,

Nicole Thorn

10214 N Woodridge Dr. Spokane, WA 99208

5034900949

**From:** [Black, Tirrell](#)  
**To:** [William & Jeanine MCKINNEY](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Parcel #Z18-890Comp  
**Date:** Wednesday, January 9, 2019 4:11:33 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** William & Jeanine MCKINNEY <mckinney9633@comcast.net>

**Sent:** Wednesday, January 9, 2019 3:33 PM

**To:** Black, Tirrell <tblack@spokanecity.org>

**Subject:** Parcel #Z18-890Comp

We are absolutely opposed to the zoning change proposal regarding this property in the Indian Trail neighborhood. The current single family home zoning should not be changed to Commercial or Multi-family.

Thank you for your consideration.

Regards,

William and Jeanine McKinney

9633 N Sylvia Ct

Spokane, WA 99208

**From:** [Black, Tirrell](#)  
**To:** [Jim Hanley](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Save Indian trail  
**Date:** Wednesday, January 9, 2019 4:11:10 PM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
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Sincerely,

Tirrell Black, AICP | City of Spokane |Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Jim Hanley <[whatsshaken@comcast.net](mailto:whatsshaken@comcast.net)>  
Sent: Wednesday, January 9, 2019 2:05 PM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: Re: Save Indian trail

Sent from my iPad

> On Jan 9, 2019, at 2:02 PM, Jim Hanley <[whatsshaken@comcast.net](mailto:whatsshaken@comcast.net)> wrote:

>

> All this construction that's going on up on Indian trail an with new sidewalks no one takes care of the sidewalks can you send this on to code enforcement there a bunch of duplexes right across from the shopping center between Barnes and Strong Road and also just south of Barnes Road that Harlan Douglas owns. With more people in the area walking they don't need to walk in the road they need to walk on cleared sidewalks. Please send this on because they are on a violation of city codes.It will only get worse if more construction is ok,d

>

> Sent from my iPad

>

>> On Jan 9, 2019, at 12:04 PM, Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)> wrote:

>>

>> Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.

>> Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

>>

>> Additionally, your email has been added to the notification list of any further actions related to this proposal.

>>

>> Sincerely,

>>

>> Tirrell Black, AICP | City of Spokane |Associate Planner

>> 509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

>>

>> This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

>>

>>

>> -----Original Message-----

>> From: Jim Hanley <whatsshaken@comcast.net>

>> Sent: Wednesday, January 9, 2019 10:46 AM

>> To: Black, Tirrell <tblack@spokanecity.org>

>> Subject: Save Indian trail

>>

>>

>> Please do not make this commercial property or any other properties to be constructed in the Indian Trail area you are ruining the Indian Trail community you voted 7-0 couple years ago to Block Apartments because of traffic etc. so please do not ruin the neighborhood now. The roads are being destroyed by the heavy traffic now anymore trouble just make it worse Sent from my iPhone

**From:** [Black, Tirrell](#)  
**To:** [Debbie Kauffman](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Indian Trail  
**Date:** Wednesday, January 9, 2019 4:10:30 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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---

**From:** Debbie Kauffman <[debrakkauffman@yahoo.com](mailto:debrakkauffman@yahoo.com)>  
**Sent:** Wednesday, January 9, 2019 2:52 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Indian Trail

So Douglas wants to rezone from residential to commercial on 25 acres which can include storage units and apartments. It's the same concerns the home owners have had the past several years, traffic control, school over-load and emergency response. You can only make such an important decision by observing the traffic yourself. Come on park your car on Indian Trail and Excell at 3:00 pm and try to make a left turn or at 7:00 am trying to get to work. Come on I dare you. We have lived here 37 years, raised our children here, they loved it and wanted to buy in the area but nope one moved to the valley and the oldest had plans to retire from Seattle and buy our house. That's not going to happen in this area. We have a right to our quality of life, yes improvement is important but we have had enough of the over planning, high traffic and all the other problems created by bad decisions. The people who make these important decisions should have to live in the middle of the mess. Don't see a Douglass residence in the Indian Trail area!

A concerned resident,

Debra K Kauffman and family



**From:** [Black, Tirrell](#)  
**To:** [Tom Scott](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Land Use Designation Change - Z18-890COMP  
**Date:** Wednesday, January 9, 2019 4:10:07 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | [main 509.625-6300](tel:509.625-6300) | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Tom Scott <tscottwa@gmail.com>  
**Sent:** Wednesday, January 9, 2019 2:32 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Cc:** Tom Scott <tscottwa@gmail.com>  
**Subject:** Land Use Designation Change - Z18-890COMP

Tirrell Black:

Please enter this e-mail into the City's records as being a Spokane City resident **OPPOSED** to the Proposed Land Use Designation Change alongside N. Indian Trail Road - **Z18-890COMP**.

Regards;

**Thomas Scott**  
**9301 N Belmont Drive**  
**Spokane, WA 99208**  
**509-499-7499**

**From:** [Black, Tirrell](#)  
**To:** [jeane-west](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Dining change  
**Date:** Wednesday, January 9, 2019 4:09:46 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** jeane-west <[jeane-west@comcast.net](mailto:jeane-west@comcast.net)>  
**Sent:** Wednesday, January 9, 2019 2:44 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Dining change

I strongly oppose proposed zoning change for Indian Trail Z18-90comp

Mary West  
9011N Pamela St

Sent from my Galaxy Tab® A

**From:** [Black, Tirrell](#)  
**To:** [Brenda Janke](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: N Indian Trail  
**Date:** Wednesday, January 9, 2019 4:09:20 PM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
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Sincerely,

Tirrell Black, AICP | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Brenda Janke <[jankehome@hotmail.com](mailto:jankehome@hotmail.com)>  
Sent: Wednesday, January 9, 2019 2:25 PM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: N Indian Trail

To Whom it May Concern,

Please do not rezone the Douglass 25 acres from residential to commercial in North Indian Trail. This area is already undergoing too much change and growth in too short of a time period. The zoning exists as residential for good reason. North Indian Trail already has ample and vacant commercial properties.

Please hear our concerns.

Brenda Janke

**From:** [Black, Tirrell](#)  
**To:** [gary griffin](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: against proposed Z18-890COMP  
**Date:** Wednesday, January 9, 2019 4:09:03 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** gary griffin <[keatongriffin@yahoo.com](mailto:keatongriffin@yahoo.com)>  
**Sent:** Wednesday, January 9, 2019 2:30 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** against proposed Z18-890COMP

We attended the North Indian Trail neighborhood council meeting on Tuesday, January 8. We are strongly against the Z18-890COMP proposal for the general location 8109-8201 N Indian Trail Road. Thank you for accepting our input.  
Greta Keaton & Gary Griffin  
9323 N. Rosebury Lane  
Spokane, WA 99208

**From:** [Black, Tirrell](#)  
**To:** [Kerry](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Indian trail rezoning  
**Date:** Wednesday, January 9, 2019 4:08:45 PM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
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Sincerely,

Tirrell Black, AICP | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

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-----Original Message-----

From: Kerry <[kerry\\_grimes@hotmail.com](mailto:kerry_grimes@hotmail.com)>  
Sent: Wednesday, January 9, 2019 2:31 PM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: Indian trail rezoning

Good afternoon, My name is Kerry Grimes. We own Hey home at 8021 N. Pamela. We just want to express our opposition to Douglas rezoning the property to the south of us.

I am sure you're aware of the traffic nightmare at Indian Trail Road. Not only is it hard to get on the road there is also major congestion once you hit Francis and are navigating the lights through Alberta and A street. This makes for a very difficult commute to and from work. In bad weather as we had this morning the traffic is backed all the way up to the light at Pacific Park Drive. Adding additional traffic to this area for commercial purposes would be a nightmare.

Please protect us our neighborhood and our investment and vote no!!

sincerely,

John and Kerry Grimes

Sent from my iPad

**From:** [Black, Tirrell](#)  
**To:** [Jean Eggerman](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: N. Indian Trail zoning  
**Date:** Wednesday, January 9, 2019 4:03:25 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Jean Eggerman <[jaeggerman@gmail.com](mailto:jaeggerman@gmail.com)>

**Sent:** Wednesday, January 9, 2019 2:20 PM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** N. Indian Trail zoning

**To the City Counsel Committee**

My name is Jean Eggerman. I live on N. Arrowhead Rd by Shawnee.

The N. Indian Trail neighborhood has been fighting long and hard to keep our neighborhood from becoming over populated and free from over commercialization.

Sundance Plaza sits almost half empty, with space to build more, and now there is a request for more commercial zoning.

N. Indian Trail becomes harder and harder to navigate.

Neighbors trying to make a left turn, either to head south to Francis or north to Albertsons, are struggling more and more to do so safely. My daughter lived behind Yokes, and 2 years ago turning left out of there to come home during peak hours was difficult. That difficulty continues to increase due to the traffic already added since the apartments, and now more housing that is going in.

Driving on N Indian Trail has become more and more unsightly year by year. Coming home one day and seeing all the trees torn up in front of the new housing was a sad sight.

I understand progress. But this seems to be more about money. The access in and out of this area is extremely limited. The traffic has been brought to your attention numerous times. The schools will become over crowded. Where will the space be to build schools and parks for the population growth? And more traffic and no sidewalks make walking some neighborhoods difficult. I would really like you to consider how all this growth is affecting the people already living in the area. We buy homes in neighborhoods where we are not surrounded by business, and then those businesses are allowed to encroach into the neighborhoods. I would ask when enough is enough?

I would like to applaud the left turn light from Francis onto N. Indian Trail. That has been a great help and much appreciated!

I urge you to vote against more development. Please keep our neighborhood a neighborhood, where we can enjoy the trees and and walk without playing dodge-car.

Thank you for hearing my opinion.

Jean Eggerman



**From:** [Black, Tirrell](#)  
**To:** [Tom Scott](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Land Use Designation Change - Z18-889COMP  
**Date:** Wednesday, January 9, 2019 4:00:30 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Tom Scott <tscottwa@gmail.com>  
**Sent:** Wednesday, January 9, 2019 2:39 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Cc:** Tom Scott <tscottwa@gmail.com>  
**Subject:** Land Use Designation Change - Z18-889COMP

**Tirrell Black:**

Please enter this e-mail into the City's records as being a Spokane City resident **OPPOSED** to the Proposed Land Use Designation Change alongside N. Nine Mile Road - **Z18-889COMP**. In my opinion that 4.285 acre parcel is not compatible with the owner's proposed "General Commercial" use.

Regards;

**Thomas Scott**  
**9301 N Belmont Drive**  
**Spokane, WA 99208**  
**509-499-7499**

**From:** [Black, Tirrell](#)  
**To:** [Bay Anissa SPOK](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: N. Indian Trail request for rezoning  
**Date:** Wednesday, January 9, 2019 4:00:10 PM  
**Attachments:** [image004.png](#)  
[image005.png](#)  
[image006.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

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---

**From:** Bay Anissa SPOK <Anissa.Bay@teck.com>

**Sent:** Wednesday, January 9, 2019 2:06 PM

**To:** Black, Tirrell <tblack@spokanecity.org>

**Subject:** N. Indian Trail request for rezoning

I am disappointed to learn that Douglass Properties is attempting to, yet again, further destroy the residential community in the North Spokane Indian Trail area with a request to rezone property from single family to general commercial.

We currently live in the Indian Trail area, close to Shawnee and Indian Trail Road. We have been there for nearly 18 years and have watched our pleasant, neighborly community transform into an ugly mess of rows and rows of apartment buildings. Not only has it changed the look and feel of the neighborhood, it has rendered the traffic situation to be horrendous during "rush" hour. There are currently rows of additional rentals being built, which will add to the problem.

The last thing we need out there is another zone change that will allow greedy developers to line their pockets by building storage units and/or

more apartments. There is already plenty of unused commercially zoned property available in the area without allowing Douglass properties to convert their residential property to commercial. The optics of allowing this zone change would be quite bad for the City, given there is no arguable need to do so other than Harlan Douglass wanting to fatten his pocketbook.

Thank you for your consideration.

***Anissa Bay***

HR Business Partner, TAI

Teck American Incorporated

Phone: 509-623-4595

eMail: [anissa.bay@teck.com](mailto:anissa.bay@teck.com)

**From:** [Black, Tirrell](#)  
**To:** [Christopher Savage](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Opposition to Development  
**Date:** Wednesday, January 9, 2019 3:59:47 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Christopher Savage <savagechristopher@yahoo.com>

**Sent:** Wednesday, January 9, 2019 1:23 PM

**To:** Black, Tirrell <tblack@spokanecity.org>

**Subject:** Opposition to Development

Dear to whom this may concern,

Good afternoon my name is Christopher Savage and I live at 4109 W Osage Way. I am messaging to say I am against file # Z18-890COMP general location 8109-8201 N Indian Trail Rd applicant Harlan Douglass. Thank you for your time and consideration.

Regards,  
Christopher Savage

**From:** [Black, Tirrell](#)  
**To:** [Craig Lawson](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: North Indian Trail Re-zoning  
**Date:** Wednesday, January 9, 2019 3:59:16 PM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,

Tirrell Black, AICP | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Craig Lawson <[crlawson01@gmail.com](mailto:crlawson01@gmail.com)>  
Sent: Wednesday, January 9, 2019 1:20 PM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: North Indian Trail Re-zoning

Hello, I'm adamantly opposed to rezoning the 25 acre parcel located on N Indian Trail.

Regards,

Craig Lawson & family  
6415 W Skagit Ave

**From:** [Black, Tirrell](#)  
**To:** [Lori Field](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: N. Indian Trail  
**Date:** Wednesday, January 9, 2019 3:58:54 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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Tirrell Black  
Associate Planner  
City of Spokane  
509-625-6185  
[tblack@spokanecity.org](mailto:tblack@spokanecity.org)

---

**From:** Lori Field <[fieldfamily1@msn.com](mailto:fieldfamily1@msn.com)>  
**Sent:** Wednesday, January 9, 2019 1:18 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Re: N. Indian Trail

Thank you.

---

**From:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Sent:** Wednesday, January 9, 2019 12:05 PM  
**To:** Lori Field  
**Cc:** Planning & Development Services Indian Trail Comments  
**Subject:** RE: N. Indian Trail

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Lori Field <[fieldfamily1@msn.com](mailto:fieldfamily1@msn.com)>

**Sent:** Wednesday, January 9, 2019 11:42 AM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** N. Indian Trail

Please do not move forward the proposal to re-zone 25 acres fronting Indian Trail Rd. There is ample commercially-zoned property in this area that has not yet been developed. Furthermore, there is currently a huge residential construction project in the works that is going to completely clog up Indian Trail Rd. and add to the already congested Francis Ave once it is fully occupied. We don't need more commercially zoned property on North Indian Trail Rd. What we do need is responsible development of currently zoned property.

Thank you,

Lori Field

10503 N. Fleetwood Ct.

Spokane, WA 99208

509-466-4429

**From:** [Black, Tirrell](#)  
**To:** [King, Karin](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Z18-890COMP  
**Date:** Wednesday, January 9, 2019 3:58:31 PM  
**Attachments:** [image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** King, Karin <[karin.king@delta.com](mailto:karin.king@delta.com)>  
**Sent:** Wednesday, January 9, 2019 1:11 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Z18-890COMP

We are adamantly opposed to a zoning change **Z18-890COMP** on Indian 'trail.

John & Karin king

Karin King  
Delta Global Services  
Administrative Assistant  
509-624-4500 ex 14  
509-499-0109 Cell  
[karin.king@delta.com](mailto:karin.king@delta.com)





**From:** [Black, Tirrell](#)  
**To:** [PEGGY KELLY](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: N. Indian Trail  
**Date:** Wednesday, January 9, 2019 3:58:12 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
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Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** PEGGY KELLY <jack-peg-kelly@comcast.net>  
**Sent:** Wednesday, January 9, 2019 1:11 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** N. Indian Trail

We are writing this email because we are adamantly opposed to the proposed rezoning for a commercial project on N. Indian Trail Road for three reasons:

1. The traffic situation on Indian Trail is already difficult. There is a large residential project being developed on Indian Trail at Strong Road which will also add to the congestion. We need a solution to improve traffic congestion, not something that will add to it.
2. Commercial Property, especially for a Storage Facility is not congruent with the proposed neighborhood and likely to reduce near-by home values.

3. There is significant commercial property along Indian Trail that is vacant. If Mr. Douglas wants to build a Storage Facility in areas already zoned commercial, let him do so in those areas, not rezone other areas. We are weary of his insensitivity to residents for his financial gain.

Thank you,

Jack and Peggy Kelly

**From:** [Black, Tirrell](#)  
**To:** [Kathleen Imholt](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Z18-890COMP  
**Date:** Wednesday, January 9, 2019 3:57:47 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Kathleen Imholt <kathimholt@comcast.net>  
**Sent:** Wednesday, January 9, 2019 1:02 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** Z18-890COMP

I oppose the zone change for Z18-890COMP.

Thank you,

Kathleen Imholt

9327 N Rosebury Ln

Spokane, Wa 99208

**From:** [Black, Tirrell](#)  
**To:** [Janet Brucick](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: N Indian Trail  
**Date:** Wednesday, January 9, 2019 3:57:28 PM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.

Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,

Tirrell Black, AICP | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Janet Brucick <[jjbrucick@icloud.com](mailto:jjbrucick@icloud.com)>  
Sent: Wednesday, January 9, 2019 12:33 PM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: N Indian Trail

This is not needed! There are too many people in that area as it is! There is only one street in and out of the area! It's also a safety issue. If there's a fire, all those people cannot get out of there. Please consider these things.

Thank you.

Sent from my iPhone

**From:** [Black, Tirrell](#)  
**To:** [Hill, Deborah I](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Z18-890COMP  
**Date:** Wednesday, January 9, 2019 3:57:10 PM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,

Tirrell Black, AICP | City of Spokane |Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Hill, Deborah I <[Deborah.Hill2@providence.org](mailto:Deborah.Hill2@providence.org)>

Sent: Wednesday, January 9, 2019 12:25 PM

To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

Subject: Z18-890COMP

Hello,

I am an Indian Trail resident (5915 W TomTom Court, 99208, Deborah Hill) and have been for 20 years, when there was nothing out there except peacefulness and trees.

Yes, growth is good...I have adapted to the many apartments, houses, increased people (questionable at that) increased traffic, traffic lights, lack of beauty now that all the trees are gone,,,etc that have invaded the area ....but I am opposed to the current RSF to GC zoning change that has been proposed. We don't need any more commercial, housing or apartments out in that area. We already struggle with trying to get in and out of the neighborhoods, what with the ridiculous road pattern, or lack thereof, the crazy ass drivers that either drive too fast or too slow, and just everything in general that has changed that area, and not for the good.

So:

Please note,

Deborah Hill at 5915 W TomTom Court

is

OPPOSED to the RSF to GC zoning change that has been proposed.

Sincerely,

Deborah Hill

5915 W TomTom Court

Spokane WA 99208

"just say no"

---

This message is intended for the sole use of the addressee, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the addressee you are hereby notified that you may not use, copy, disclose, or distribute to anyone the message or any information contained in the message. If you have received this message in error, please immediately advise the sender by reply email and delete this message.

**From:** [Black, Tirrell](#)  
**To:** [Michael Howe](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Indian Trail  
**Date:** Wednesday, January 9, 2019 3:56:46 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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---

**From:** Michael Howe <[howe\\_mike@outlook.com](mailto:howe_mike@outlook.com)>

**Sent:** Wednesday, January 9, 2019 12:15 PM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** Indian Trail

I have lived out Indian Trail for 13 years. It is an amazing area that offers the feel of a country setting with close access to great small businesses.

I understand growth happens. But I would ask you to deny the requested application for turning the property in question into a “commercial property” area.

Currently the Sundance Center is mostly empty and there remains a huge section not built.

I am also very concerned with traffic issues. This morning alone added 20 or more minutes to the commute due to single lane and slick roads. The current single point of access to Indian Trail is not sufficient with current traffic levels.

The property was approved for single family homes and should remain as such.

Please consider what those of us living here are saying. If you approve this application it will be detrimental to our community.

Kind Regards,

Michael Howe

Get [Outlook for iOS](#)



**From:** [Black, Tirrell](#)  
**To:** [Darrel Maddux](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: North Indian Trail  
**Date:** Wednesday, January 9, 2019 12:06:11 PM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
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Sincerely,

Tirrell Black, AICP | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Darrel Maddux <[darrelm@earthlink.net](mailto:darrelm@earthlink.net)>  
Sent: Wednesday, January 9, 2019 12:02 PM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: North Indian Trail

Please do not change the zoning so Douglass can build Storage Units or any other building not already approved. I live in the North Indian Trail area.

Thank you,

Darrel Maddux  
10416 N Iroquois Dr  
Spokane WA 99208-9005

Phone: 509-466-9071  
Cell: 509-953-4799  
Fax: 509-466-9071  
Facebook  
Skype

**From:** [Black, Tirrell](#)  
**To:** [Terri Zalevits](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: North Indian Trail  
**Date:** Wednesday, January 9, 2019 12:05:52 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Terri Zalevits <terrizalevits@gmail.com>

**Sent:** Wednesday, January 9, 2019 12:01 PM

**To:** Black, Tirrell <tblack@spokanecity.org>

**Subject:** North Indian Trail

If the city approves a zone change for the 25 acres Douglass has requested (from residential to commercial) he could virtually build anything on the property, from storage units to apartments. There is ample commercially zoned property already. Much of it has sat unused for a number of years, with some not even built on yet (Sundance Plaza).

I believe allowing the zone change would be egregious to the area, streets (Indian Trail), traffic and traffic congestion, desirability of the North Indian Trail neighborhood, first responders, impact on home values.

I respectfully request that the City of Spokane listen to the residents of North Indian Trail rather than builders.

Respectfully,

Terri A. Zalevits

**From:** [Black, Tirrell](#)  
**To:** [Lori Field](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: N. Indian Trail  
**Date:** Wednesday, January 9, 2019 12:05:23 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Lori Field <fieldfamily1@msn.com>  
**Sent:** Wednesday, January 9, 2019 11:42 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** N. Indian Trail

Please do not move forward the proposal to re-zone 25 acres fronting Indian Trail Rd. There is ample commercially-zoned property in this area that has not yet been developed. Furthermore, there is currently a huge residential construction project in the works that is going to completely clog up Indian Trail Rd. and add to the already congested Francis Ave once it is fully occupied. We don't need more commercially zoned property on North Indian Trail Rd. What we do need is responsible development of currently zoned property.

Thank you,  
Lori Field  
10503 N. Fleetwood Ct.  
Spokane, WA 99208  
509-466-4429

**From:** [Black, Tirrell](#)  
**To:** [Ted Flynn](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: North Indian Trail Douglas  
**Date:** Wednesday, January 9, 2019 12:05:07 PM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
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Sincerely,

Tirrell Black, AICP | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Ted Flynn <[ted.flynn@comcast.net](mailto:ted.flynn@comcast.net)>  
Sent: Wednesday, January 9, 2019 10:59 AM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: North Indian Trail Douglas

I would be ok if the Douglass property next to dump was changed to commercial with the stipulation that NO APARTMENTS are allowed.

I believe Indian trail could use more restaurants and or retail shops or even a storage facility that more then likely the local community of Indian trail would use that would not add much traffic besides existing down Indian trail road.

Sent from my iPhone

**From:** [Black, Tirrell](#)  
**To:** [Doug](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: N Indian Trail  
**Date:** Wednesday, January 9, 2019 12:04:37 PM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
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509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Doug <[dcmyers17@yahoo.com](mailto:dcmyers17@yahoo.com)>  
Sent: Wednesday, January 9, 2019 10:53 AM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: N Indian Trail

Mr Black

I wish to voice my opposition to the proposed zone change in North Indian Trail from Single Family to Commercial. This change makes no sense for the neighborhood.

Thank you for your consideration

Doug Myers  
6009 W Pima Ct  
Spokane. WA 99208

Sent from my iPhone

**From:** [Black, Tirrell](#)  
**To:** [Jim Hanley](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Save Indian trail  
**Date:** Wednesday, January 9, 2019 12:04:23 PM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
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Sincerely,

Tirrell Black, AICP | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

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-----Original Message-----

From: Jim Hanley <[whatsshaken@comcast.net](mailto:whatsshaken@comcast.net)>  
Sent: Wednesday, January 9, 2019 10:46 AM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: Save Indian trail

Please do not make this commercial property or any other properties to be constructed in the Indian Trail area you are ruining the Indian Trail community you voted 7-0 couple years ago to Block Apartments because of traffic etc. so please do not ruin the neighborhood now. The roads are being destroyed by the heavy traffic now anymore trouble just make it worse Sent from my iPhone

**From:** [Black, Tirrell](#)  
**To:** [Andrew J. VITALE](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: North Indian Trail  
**Date:** Wednesday, January 9, 2019 12:04:09 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | [main 509.625-6300](#) | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Andrew J. VITALE <[avitale4123@comcast.net](mailto:avitale4123@comcast.net)>

**Sent:** Wednesday, January 9, 2019 10:46 AM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** North Indian Trail

1/9/2019

To Whom it May Concern:

I am opposed to Douglass' request to rezone 25 acres from residential to commercial. There is ample commercially zoned property already. Much of it has sat unused for a number of years, with some not even built on yet - Sundance Plaza. The roads on Indian Trail are horrible with potholes galore and with more semi-trucks and vehicles, Indian Trail Road will get worse.

Sincerely,

Laurel K. Vitale

**From:** [Black, Tirrell](#)  
**To:** [Nancy and Gene Oltmann](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: File #Z18-COMP  
**Date:** Wednesday, January 9, 2019 12:03:49 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



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---

**From:** Nancy and Gene Oltmann <[oltmann89@msn.com](mailto:oltmann89@msn.com)>

**Sent:** Wednesday, January 9, 2019 10:17 AM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** File #Z18-COMP

We are opposed to rezoning 25 acres from single family to commercial.

Gene and Nancy Oltmann

9010 N Sundance Dr

Spokane WA 99208

[Oltmann89@msn.com](mailto:Oltmann89@msn.com)

Sent from my T-Mobile 4G LTE Device



**From:** [Black, Tirrell](#)  
**To:** [JUDITH HOLDEN](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: "No" on proposed land use designation change  
**Date:** Wednesday, January 9, 2019 9:52:41 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



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509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** JUDITH HOLDEN <holdensj@comcast.net>  
**Sent:** Wednesday, January 9, 2019 9:39 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** "No" on proposed land use designation change

I oppose changing the land use designation change for the 25 acre property on Indian Trail Rd between Kathleen and Pacific Park St - 25 acres of storage buildings, really! (or later getting parts of that changed to something other than one family homes)

Judith Holden

9717 N Navaho Ct

Spokane, WA 99208

**From:** [Black, Tirrell](#)  
**To:** [LINDA BRUNETTE](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: City's Comprehensive Plan - changes to land zoning - N Indian Trail Rd, File Z18-890COMP  
**Date:** Wednesday, January 9, 2019 9:52:13 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



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---

**From:** LINDA BRUNETTE <lindabrunette1104@comcast.net>

**Sent:** Wednesday, January 9, 2019 9:36 AM

**To:** Black, Tirrell <tblack@spokanecity.org>

**Subject:** City's Comprehensive Plan - changes to land zoning - N Indian Trail Rd, File Z18-890COMP

Please note that as a member of this neighborhood, I am opposed to any zoning change for this 25 acre parcel.

Linda Brunette

9219 N Rosebury Ln

Spokane, WA 99208

**From:** [Black, Tirrell](#)  
**To:** [andrea Estes](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Z18-890 COMP/ Indian Trail rezone  
**Date:** Wednesday, January 9, 2019 9:51:32 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



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509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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---

**From:** andrea Estes <[skinnerandrea@hotmail.com](mailto:skinnerandrea@hotmail.com)>

**Sent:** Wednesday, January 9, 2019 7:57 AM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** Z18-890 COMP/ Indian Trail rezone

I'm am opposed to the Rezone.

Andrea Estes

N. 8919 Barnes Rd

Spokane, WA 99208

Get [Outlook for iOS](#)

**From:** [Black, Tirrell](#)  
**To:** [Marie Olesen](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Proposed Zoning Change File#Z18-890 Comp  
**Date:** Wednesday, January 9, 2019 9:51:00 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Marie Olesen <molesen4@gmail.com>  
**Sent:** Wednesday, January 9, 2019 6:58 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** Proposed Zoning Change File#Z18-890 Comp

Good morning,

My household opposes the proposed zoning change in the Indian Trail neighborhood, File#Z18-890.

Thank you.

Marie & Bryan Olesen  
5236 W Navaho  
Spokane, WA 99208

**From:** [Black, Tirrell](#)  
**To:** [Theresa Bolin-Jones](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: We oppose the zone change regarding file #Z18-890COMP  
**Date:** Wednesday, January 9, 2019 9:50:29 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



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509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Theresa Bolin-Jones <bolinjones@gmail.com>  
**Sent:** Tuesday, January 8, 2019 8:52 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** We oppose the zone change regarding file #Z18-890COMP

Dear Tirrell Black and Ad Hoc Committee,  
We, the family living at the address below, absolutely oppose the zone change regarding file #Z18-890COMP "Residential 4-10" to "General Commercial" at 8109-8201 N. Indian Trail Road.

Thank you,

Theresa Bolin-Jones,  
Kelly Jones, and  
Matthew Bolin-Jones at  
9926 N Glenwood Dr  
In the North Indian Trail neighborhood  
Spokane, Wa 99208

**From:** [Black, Tirrell](#)  
**To:** [Greg Gurske](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Comp Plan Amendment Z18-890COMP: Indian Trail  
**Date:** Wednesday, January 9, 2019 9:49:55 AM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
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Sincerely,

Tirrell Black, AICP | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

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-----Original Message-----

From: Greg Gurske <[gbgurske@gmail.com](mailto:gbgurske@gmail.com)>  
Sent: Tuesday, January 8, 2019 8:47 PM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: Comp Plan Amendment Z18-890COMP: Indian Trail

We are adamantly opposed to the Comp Plan Amendment Z18-890COMP.

Simply put, this is a radical change to a plan that is suppose to provide predictability to a neighborhood. Twenty-five acres of storage units is not even reasonable. Further, the proposed zoning allows for much much more with no predictability.

Greg and Barb Gurske  
9103 N Rosebury Lane  
Spokane, WA

**From:** [Black, Tirrell](#)  
**To:** [Melissa Berry](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Do not support land use designation change at 8109-8201 N Indian Trail Rd  
**Date:** Wednesday, January 9, 2019 9:49:19 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



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509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Melissa Berry <[melissahberry24@gmail.com](mailto:melissahberry24@gmail.com)>  
**Sent:** Tuesday, January 8, 2019 6:24 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Cc:** Winchell, Amanda <[awinchell@spokanecity.org](mailto:awinchell@spokanecity.org)>  
**Subject:** Re: Do not support land use designation change at 8109-8201 N Indian Trail Rd

Thank you both so much!

On Tue, Jan 8, 2019 at 10:16 AM Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)> wrote:

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,

Sincerely,



**Tirrell Black** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure*

**From:** Melissa Berry <[melissahberry24@gmail.com](mailto:melissahberry24@gmail.com)>

**Sent:** Sunday, January 6, 2019 10:45 AM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** Do not support land use designation change at 8109-8201 N Indian Trail Rd

Good morning,

I live in the Indian Trail neighborhood and do not support the proposed land use designation change from single family to General Commercial at 8109-8201 N Indian Trail Rd.

We do not want commercial buildings cluttering up what is a gorgeous area, surrounded by single family homes. This is not aesthetically pleasing nor useful to the Indian Trail community.

In addition, the city of Spokane has not bothered to widen the already congested road of Indian Trail, so this proposed change makes no sense whatsoever.

Please forward along my concerns.

Thank you,  
Melissa Berry



**From:** [Black, Tirrell](#)  
**To:** [James Bakke](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Comp Plan Indian Trail zoning change application Z18-890-Comp  
**Date:** Friday, January 11, 2019 3:45:16 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** James Bakke <jfbakke37@gmail.com>

**Sent:** Friday, January 11, 2019 2:13 PM

**To:** Black, Tirrell <tblack@spokanecity.org>

**Cc:** Terry Deno <tldeno@peoplepc.com>; Mel and Karen Neil <mkneil@comcast.net>; Mike Husted <mikehz@comcast.net>; McKinney, Jennine <mckinney9633@comcast.net>; Mark Davies <msdavies@msn.com>; Kathy Miotke <prairiepyrs@fastmail.com>; Kathy Husted <kathzleen@comcast.net>

**Subject:** Comp Plan Indian Trail zoning change application Z18-890-Comp

To Docket Committee

I oppose the proposed application based on all the reasons cited in the letter from the NITNC Board.

In addition, I see no economic justification for additional GC zoning when the Sundance Center has so much empty space. It seems improbable to me that the developer sincerely intends to build only a mini-storage facility, especially one that would occupy 25 acres - by far the largest in the city.

If approved, I foresee the developer possibly changing his mind and constructing multi-family housing - in accordance with his current business model.

Thank you for your consideration,

James F. Bakke

10431 N Iroquois Dr, Spokane, WA 99208

**From:** [Black, Tirrell](#)  
**To:** [smoureaux@yahoo.com](mailto:smoureaux@yahoo.com)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Zoning Z18-890COMP  
**Date:** Friday, January 11, 2019 3:44:59 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

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*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Sarah Moureaux <[smoureaux@yahoo.com](mailto:smoureaux@yahoo.com)>

**Sent:** Friday, January 11, 2019 1:59 PM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** Zoning Z18-890COMP

Hello. My residence is 5205 W Brookfield Ct in the Indian Trail neighborhood. I am opposed to the rezoning for a storage facility unit in our area. Please consider this action further.

Sincerely,

Sarah Moureaux

[Sent from Yahoo Mail on Android](#)

**From:** [Black, Tirrell](#)  
**To:** [G D PIERCE](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose the RezoningRe: Z18-890COMP  
**Date:** Friday, January 11, 2019 3:44:46 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | [main 509.625-6300](#) | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** G D PIERCE <[pierce478@comcast.net](mailto:pierce478@comcast.net)>  
**Sent:** Friday, January 11, 2019 12:27 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Oppose the RezoningRe: Z18-890COMP

Our names are Garry D. Pierce and Carolyn F. Pierce, and our address is 4316 W Hiawatha Drive. We are seriously opposed to this rezoning, and have reason to be concerned.

**From:** [Black, Tirrell](#)  
**To:** [Rick Gimeno](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: file#z18-890comp  
**Date:** Monday, January 14, 2019 2:10:37 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Rick Gimeno <[rickskarkorner@gmail.com](mailto:rickskarkorner@gmail.com)>

**Sent:** Monday, January 14, 2019 12:29 PM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** file#z18-890comp

I would like to voice my opinion on this project, very concerned about the true intentions, traffic flow, etc. , would prefer to stay residential zoning. Thank-you Richard Gimeno N. 10207 Prairie Dr Spokane Wa 99208 email [rickskarkorner@gmail.com](mailto:rickskarkorner@gmail.com)



Virus-free. [www.avg.com](http://www.avg.com)

**From:** [Black, Tirrell](#)  
**To:** [Georgiann Hansen](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: File#Z18-890comp  
**Date:** Monday, January 14, 2019 2:09:39 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Georgiann Hansen <[ghans@comcast.net](mailto:ghans@comcast.net)>  
**Sent:** Monday, January 14, 2019 12:10 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** File#Z18-890comp

Hello:

Regarding proposed zoning change on Indian Trail Rd I am asking that you do not change the zoning and to leave it as is. We already have enough apts and rental units in this area. Please leave it as single family residential area. We do not want to have commerical businesses in here other than the mall that we have now. NO STORAGE UNITS. We already have way too much traffic out here. A police substation would be nice to maybe help cut down on the crime that we already have with people breaking into house, cars and mailboxes. I am also worried about the water supply and water pressure that is already lower than it use to be. Please do not change the zoning in this area to commercial.

Thank you,

Georgiann Hansen

10309 N Sundance Dr

Spokane, WA 99208

**From:** [Black, Tirrell](#)  
**To:** [PETER NUSSBAUM](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: File #18-890COMP  
**Date:** Monday, January 14, 2019 11:41:05 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | [main 509.625-6300](tel:509.625-6300) | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** PETER NUSSBAUM <pbn511@comcast.net>  
**Sent:** Monday, January 14, 2019 11:00 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Cc:** bnussbaum@stamperlaw.com  
**Subject:** File #18-890COMP

Dear T. Black:

We want to go on record as adamantly opposing the proposed amendment.

Thank you.

Peter & Bonnie Nussbaum

9828 N. Moore St.

Spokane, WA 99208



**From:** [Black, Tirrell](#)  
**To:** [Pauline Durfee](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Proposed zoning change on North Indian Trail Road file # Z18-890Comp  
**Date:** Monday, January 14, 2019 11:40:47 AM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,

Tirrell Black, AICP | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

**From:** Pauline Durfee <[booghollow@gmail.com](mailto:booghollow@gmail.com)>  
**Sent:** Sunday, January 13, 2019 8:20 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Proposed zoning change on North Indian Trail Road file # Z18-890Comp

I am very against the zone being changed from residential to commercial. We have a comprehensive plan in place. Please let's follow it for a change.

Thank you.  
Pauline Durfee  
9112 N. Farmdale Street,  
Spokane, WA 99208  
509 468 7003  
Sent from my iPad

**From:** [Black, Tirrell](#)  
**To:** [rjrogas](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: North Indian Trail Zoning Change #Z18-890COMP  
**Date:** Monday, January 14, 2019 8:45:37 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** rjrogas <rjrogas@q.com>  
**Sent:** Monday, January 14, 2019 8:39 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** North Indian Trail Zoning Change #Z18-890COMP  
**Importance:** High

**Tirrell Black:**

We highly oppose the proposed amendment to the North Indian Trail Zoning change File# 218890COMP.

We don't believe there is a need or desire for a 25 acre mini-storage facility or for additional commercial zoning other than what already exists in the Sundance Plaza which is approx. one quarter mile to the north. There are several vacant commercial spaces in the Plaza and large empty pads where commercial facilities could be built, including a mini-storage facility. There are also 4 empty commercial spaces adjacent to the Yokes Grocery store on Indian Trail Road just north of Francis Avenue.

Approval of this proposed amendment could also set a precedent for a possible

request to re-zone the remainder of the Douglass property that is now zoned and platted as residential to commercial.

We are very concerned about traffic volume on Indian Trail Road. We prefer that this property remain residential.

Roy and Judy Rogas

7907 W Rutter Pkwy

Spokane, WA 99208-9241

509 385-8286

**From:** [Black, Tirrell](#)  
**To:** [David Burnett](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Reference: File# Z18-890COMP  
**Date:** Monday, January 14, 2019 8:20:18 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Dave,

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.

Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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---

**From:** David Burnett <drbdrb@yahoo.com>

**Sent:** Monday, January 14, 2019 7:31 AM

**To:** Black, Tirrell <tblack@spokanecity.org>

**Subject:** Reference: File# Z18-890COMP

Good morning, Tirrell,

I wanted to drop you a note to express my concern over the referenced request to permit re-zoning of a parcel north of the old landfill and west of Indian Trail Road to permit commercial development.

The commercial development in question -- a public storage facility -- would likely have a very limited impact on the surrounding neighborhoods in terms of traffic generation, demand for services, etc.. However, as you well know, under current zoning regulations, it would open the parcel to multi-family residential development. We have seen similar "bait-and-switch" tactics used by a developer a stone's throw from where I live to build an apartment complex in lieu of the offices originally proposed in the requested amendment

of the City Plan. It seems highly likely that this request is a similar exercise, and the City Council was right in its initial refusal to allow it to move forward.

It seems to me that there ought to be a category of low-impact, low-density commercial development falling between the SFR and MFR categories. I don't recall this ever being discussed during my brief stint as Community Assembly Liaison to the Plan Commission, and I wonder if there are reasons for not pursuing the idea that I may be missing in my analysis. In any event, I would strongly oppose re-zoning in this particular case.

Warm regards to you and the rest of the Planning Staff,

Dave

David R. Burnett  
9009 N James Drive,  
Spokane, WA 99208  
(509) 720-3321

**From:** [Black, Tirrell](#)  
**To:** [JASON PAULINE DURFEE](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Proposed Zoning change on North Indian Trail Road file #Z18-890COMP  
**Date:** Monday, January 14, 2019 8:19:21 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | [main 509.625-6300](#) | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** JASON PAULINE DURFEE <booghollow1@msn.com>

**Sent:** Sunday, January 13, 2019 8:17 PM

**To:** Black, Tirrell <tblack@spokanecity.org>

**Subject:** Proposed Zoning change on North Indian Trail Road file #Z18-890COMP

I am against changing zoning from residential to commercial.

Jason Durfee

9112 N. Farmdale St.

Spokane, WA 99208

509-939-1303

**From:** [Black, Tirrell](#)  
**To:** [Jim LAST\\_NAME](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: N. Indian Trail rezone request  
**Date:** Monday, January 14, 2019 8:19:07 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Jim LAST\_NAME <jaruster@comcast.net>  
**Sent:** Sunday, January 13, 2019 7:33 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Cc:** jaruster@comcast.net; Jodie <teamruster3@comcast.net>  
**Subject:** N. Indian Trail rezone request

Dear Council Committee Members,

I am writing to ask you to decline to change the zoning on N. Indian Trail road to from residential to commercial. The reasons I believe this is not in the best interests of the community are as follow.

First, there currently are a number of acres dedicated to commercial space that are either under or undeveloped. The fact that a particular developer does not own these spaces that were dedicated to this use should not be a valid reason to alter the

comprehensive plan for this neighborhood.

Second, a great appeal of this area of town to many of the homeowners is this small buffer space of trees. While homes and neighborhood developments are often worked into the landscape, commercial enterprises rarely are. Extending the commercial district into this area would irreversibly change the character of the neighborhood.

Third, opening the door to commercial development in this area will only exacerbate the traffic problems on Indian Trail road. Eventually adding homes into this area, per its current zoning, most logically would tie into existing neighborhood roads. Whereas, a commercial development would likely have its entrances in an uncontrolled area of an already congested road.

As you most certainly are aware, the people of Indian Trail in Spokane are passionate about where they live and the quality of life we enjoy in this northwest corner of town. I ask you to please not allow such a major change to the comprehensive plan for, and nature of, our neighborhood against the wishes of those who choose to live here.

Sincerely,

Jim Ruster

6110 W. Juniper Ln

Spokane, WA 99208



**From:** [Black, Tirrell](#)  
**To:** [rpmp1031@comcast.net](mailto:rpmp1031@comcast.net)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Z180-890comp  
**Date:** Monday, January 14, 2019 8:18:56 AM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,

Tirrell Black, AICP | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: [rpmp1031@comcast.net](mailto:rpmp1031@comcast.net) <[rpmp1031@comcast.net](mailto:rpmp1031@comcast.net)>  
Sent: Sunday, January 13, 2019 7:09 PM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: Z180-890comp

We oppose a change to the zoning.  
8316 N Valerie  
Spokane wa  
Thank you!  
Robert and Monica Primm

Sent from my iPhone

**From:** [Black, Tirrell](#)  
**To:** [Barbara Nicolai](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: opposition to File#Z18-890COMP times 2  
**Date:** Monday, January 14, 2019 8:18:40 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Barbara Nicolai <garybarb2001@yahoo.com>  
**Sent:** Sunday, January 13, 2019 5:04 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** opposition to File#Z18-890COMP times 2

My husband and I are long-time residents of the Indian Trail Neighborhood. We currently reside at 8206 N. Lucia Ct. We are both adamantly opposed to the proposed amendment to change the comprehensive plan land use in our neighborhood. We site the following reasons why we are against the change:

1. The proposal seeks to re-zone 25 acres from residential to General Commercial, ostensibly to build a mini-storage facility. A review of several existing min-storage facilities in North Spokane shows that they range in size from 1.1 to 6.83 acres. They are also aligned along existing commercial corridors. Indian Trail Road is not a "corridor" as defined in the Comp Plan.
2. This proposal, if actually built out as a min-storage facility, would be totally out of scale for any residential neighborhood.
3. It seems reasonable to assume hat the actual intent is to develop other commercial facilities along with, or instead of, a min-storage facility.
4. Approval of this proposed amendment would also set a precedent for possible requests to re-zone the remainder of the Douglass property that is now zoned and platted as residential to commercial.

5. The topography of the parcels is such that there is an 80 foot drop in elevation from Indian Trail Road down to the west edge. There are two possible accesses from ITR, one drops steeply from ITR and the other faces a high berm and then drops off.

6. Development as a commercial site would require considerable earth movement and would create a large impermeable area of pavement and buildings. Water run-off could be problematic for the adjacent landfill and also the residential area to the west.

7. We do not believe that there is justification for a 25 acre mini-storage facility or for additional commercial zoning other than what already exists in the Sundance Plaza which is about one half mile to the North. There are several vacant commercial spaces in the Plaza and large empty spots where commercial facilities could be built—including a mini-storage facility. There are also four empty commercial spaces adjacent to the Yokes Grocery store on Indian Trail Road just north of Francis.

8. We wish to support the existing businesses in the Sundance Plaza and encourage more development within the Plaza by encouraging residential development as currently zoned for our neighborhood. A min-storage facility as proposed by this amendment would not support the businesses in the Sundance Center. Approval of this amendment request would allow the developer to build other commercial facilities in competition with those currently or potentially in the Sundance Center.

9. While we are very concerned about traffic volume and its management on Indian Trail Road, we prefer that this property remain as residential even though a mini-storage facility—if in fact that is all that would be built, would generate fewer trips than residential. We believe that supporting the Sundance Center is a worthwhile trade-off with a possibility of somewhat lower traffic volumes.

Respectfully submitted,

Gary and Barbara Nicolai

**From:** [Black, Tirrell](#)  
**To:** [sara hawkinson](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: I OPPOSE FILE#Z18-890COMP  
**Date:** Monday, January 14, 2019 8:18:22 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** sara hawkinson <shawk701@gmail.com>

**Sent:** Sunday, January 13, 2019 4:27 PM

**To:** Black, Tirrell <tblack@spokanecity.org>

**Subject:** I OPPOSE FILE#Z18-890COMP

I oppose the zoning change for  
Reference FILE#Z18-890COMP.

Please listen to the voices of those that live in this area. This change would add no value to our neighborhood. Please DENY this zoning change!

Thank you for your time,  
Sara Hawkinson  
5124 W Pacific Park Dr  
Spokane, Wa 99208

--

Sent from Sara's iPhone

**From:** [Black, Tirrell](#)  
**To:** [John Parrott](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose the Rezoning Re Z18-890COMP  
**Date:** Monday, January 14, 2019 8:18:08 AM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,

Tirrell Black, AICP | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: John Parrott <[parrottjb@comcast.net](mailto:parrottjb@comcast.net)>  
Sent: Sunday, January 13, 2019 4:11 PM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: Oppose the Rezoning Re Z18-890COMP

JOHN & BEVERLY PARROTT,  
4211 W Arrowhead Rd,  
Spokane, WA  
We object to this rezoning.

Sent from my iPad

**From:** [Black, Tirrell](#)  
**To:** [pete flisakowski](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Subject: I vote no.  
**Date:** Monday, January 14, 2019 8:17:50 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** pete flisakowski <peteflis@gmail.com>

**Sent:** Sunday, January 13, 2019 2:29 PM

**To:** Black, Tirrell <tblack@spokanecity.org>

**Subject:** Subject: I vote no.

For File # Z18-890COMP Location 8109-8201 N. Indian Trail Rd  
Neighborhood North Indian Trail.

end

Thank you,

Peter J. Flisakowski

**From:** [Black, Tirrell](#)  
**To:** [Judi Flisakowski](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Z18-890COMP  
**Date:** Monday, January 14, 2019 8:17:37 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Judi Flisakowski <[pjflisakowski@gmail.com](mailto:pjflisakowski@gmail.com)>  
**Sent:** Sunday, January 13, 2019 2:14 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Z18-890COMP

I vote no on Z18-890 COMP  
Judi Flisakowski  
6007 W. Melrose Dr. 99208

**From:** [Black, Tirrell](#)  
**To:** [V & S Boyman](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Objection to Re-zoning on Indian Trail RE: Z18-890COMP  
**Date:** Monday, January 14, 2019 8:17:25 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** V & S Boyman <vsboyman@gmail.com>  
**Sent:** Sunday, January 13, 2019 1:06 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** Objection to Re-zoning on Indian Trail RE: Z18-890COMP

Spokane City Council

I live at 4104 W Hiawatha Drive Spokane WA 99208

Please don't approve 25 acres of storage units into our neighborhood. Sounds like developer Harley Douglass is again trying to ruin our neighborhood. Don't allow 25 acres of Storage Units right in the middle of residential! Here's just a few of our problems with this project.

- Traffic ~ Already bad couldn't imagine more, especially big RV's or Trucks pulling boats trailers, big U-Hauls to load and unload items driving on our already congested two lane road.
- Property Values, 25 acres of an uncle eye sore! The whole look the the neighborhood will change
- Existing Indian Trail Commercial buildings are vacant, Sundance (Albertson's) and



(Yoke's) Shopping center can't support businesses why allow more commercial. Let's fill up the commercial buildings and property in existence.

- Crime, Crime and more Crime, I managed a storage unit facility of 200 and why would you put a horrible business like that in the middle of families and children? Please do your homework. I've seen some horrible things including people living in the units, people use the units to party on the weekends after a boating trip. Businesses will be run out of the units

Thank you for your time,

Sharon and Vaughn Boyman

**From:** [Black, Tirrell](#)  
**To:** [Macie P](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose the Rezoning Re: Z18-890COMP  
**Date:** Monday, January 14, 2019 8:17:08 AM

---

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509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

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-----Original Message-----

From: Macie P <[macie.mcknight@gmail.com](mailto:macie.mcknight@gmail.com)>  
Sent: Sunday, January 13, 2019 8:11 AM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: Oppose the Rezoning Re: Z18-890COMP

Hello, We live at 4334 w Hiawatha dr in Indian trail. It has come to my attention Douglas is trying to rezone property from residential to commercial property. My family is opposed to this as Indian trail is not built for much more commercial business. My husband and I strongly oppose this rezoning.

Thank you,  
Macie and Luke Pate

**From:** [Black, Tirrell](#)  
**To:** [Larry Treffry](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Storage Facility  
**Date:** Monday, January 14, 2019 8:16:54 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Larry Treffry <krtlrt@comcast.net>  
**Sent:** Sunday, January 13, 2019 5:18 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** Storage Facility

Reference: File #: Z18-890COMP

January 13, 2019

Dear Tirrell,

My family have lived in the Indian Trail neighborhood for nearly 20 years. We continue to see a huge increase in apartment and home building but not road building to go with them; and the result has been long strings of cars at rush hour times.

Mr. Douglass' certainly has a right to build a mini-storage facility with a 25 acre footprint---but why not utilize the empty spaces that are available now in Sundance Plaza? Unless of course, his **real intent** is

the classic 'bait and switch'. That is, start out to build storage but then change to **more residential units** that our neighborhood cannot support with the existing limited roads.

Mr. Douglass' reputation would be enhanced if he utilized existing spaces instead of adding more un-necessary commercial buildings and pavement.

Please don't approve this request for re-zoning!

Respectfully,

LARRY R TREFFRY

4905 W. Navaho

Spokane, WA. 99208

999-0630

**From:** [Black, Tirrell](#)  
**To:** [Melissa Mason](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Comp Plan Amendment Z18-890COMP: Indian Trail  
**Date:** Monday, January 14, 2019 8:16:20 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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---

**From:** Melissa Mason <MelissaMason@umpquabank.com>  
**Sent:** Sunday, January 13, 2019 4:34 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** Comp Plan Amendment Z18-890COMP: Indian Trail

Comp Plan Amendment Z18-890COMP: Indian Trail

We are adamantly opposed to the Comp Plan Amendment Z18-890COMP.

Simply put, this is a radical change to a plan that is suppose to provide predictability to a neighborhood. Twenty-five acres of storage units is not even reasonable. Further, the proposed zoning allows for much much more with no predictability.

Name and address

Melissa Mason

9021 N Rosebury Lane

Spokane, WA 99208

melissa mason

This message, including any attachments, may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

**From:** [Black, Tirrell](#)  
**To:** [Sandra Zehm](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: NORTH INDIAN TRAIL ZONING CHANGE FILE # Z18-890COMP  
**Date:** Monday, January 14, 2019 8:16:00 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



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---

**From:** Sandra Zehm <[drslzehm@comcast.net](mailto:drslzehm@comcast.net)>  
**Sent:** Saturday, January 12, 2019 9:41 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** NORTH INDIAN TRAIL ZONING CHANGE FILE # Z18-890COMP

**Tirrell Black:**

We strongly oppose the proposed amendment to the North Indian Trail Zoning change **File# Z18-890COMP**.

We do not believe there is justification for a 25 acre mini-storage facility or for additional commercial zoning other than what already exists in the Sundance Plaza which is about 1/2 mile to the north. There are several vacant commercial spaces in the Plaza and large empty pads where commercial facilities could be built, including a mini-storage facility. There are also 4 empty commercial spaces adjacent to the

Yokes Grocery store on Indian Trail Road just north of Francis Avenue.

Approval of this proposed amendment could also set a precedent for a possible request to re-zone the remainder of the Douglass property that is now zoned and platted as residential to commercial.

**We are very concerned about traffic volume on Indian Trail Road. We prefer that this property remain as residential.**

Dale & Sandy Zehm

9711 N Sundance Dr

Spokane, WA. 99208

509-466-1789



**From:** [Black, Tirrell](#)  
**To:** [James Wiebers](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: File# Z18-890COMP  
**Date:** Monday, January 14, 2019 8:15:45 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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---

**From:** James Wiebers <jkwiebers@msn.com>  
**Sent:** Saturday, January 12, 2019 8:47 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** File# Z18-890COMP

I would like to go on record as opposing the proposed zoning change and agree with everything stated in the letter written to you from the North Indian Trail Neighborhood Council dated 1/7/19.

Sincerely,

James M Wiebers  
6216 W Skagit Court  
Spokane WA 99208

**From:** [Black, Tirrell](#)  
**To:** [Randy Lewandowski](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose rezoning Z18-890COMP  
**Date:** Monday, January 14, 2019 8:14:52 AM

---

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-----Original Message-----

From: Randy Lewandowski <[no1.lewandowski@gmail.com](mailto:no1.lewandowski@gmail.com)>  
Sent: Saturday, January 12, 2019 5:12 PM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: Oppose rezoning Z18-890COMP

I am writing to officially oppose the proposed rezoning of the area identified above. I oppose the proposed changes which would allow a storage unit facility to be built in the area. This area is an established area for families and a storage unit facility would have a negative influence in the area.

Thank you  
Randy Lewandowski  
4335 W Arrowhead Rd

Thank you for your time.

**From:** [Black, Tirrell](#)  
**To:** [Karen Lewandowski](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose the rezoning :Z18-890COMP  
**Date:** Monday, January 14, 2019 8:14:37 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



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509.625-6185 | [main 509.625-6300](#) | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Karen Lewandowski <k.lewandowski13@gmail.com>

**Sent:** Saturday, January 12, 2019 5:02 PM

**To:** Black, Tirrell <tblack@spokanecity.org>

**Subject:** Oppose the rezoning :Z18-890COMP

I am concerned about the effects of rezoning the area identified above will have on the surrounding neighborhood. I live at 4335 W Arrowhead Rd and object to the changes being proposed by Douglas Properties to rezone this area which will allow a storage unit facility to be built.

I want to add my email to any list there is to be updated with any information about Z18-890COMP

Thank-you  
Karen Lewandowski

**From:** [Black, Tirrell](#)  
**To:** [huckleberry guy](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: File# Z18-890COMP  
**Date:** Monday, January 14, 2019 8:14:22 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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Sincerely,



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509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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---

**From:** huckleberry guy <[huckleberryguy@hotmail.com](mailto:huckleberryguy@hotmail.com)>  
**Sent:** Saturday, January 12, 2019 3:03 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** File# Z18-890COMP

Please do not allow this zoning change. There is adequate land at the Sundance Shopping Center site for this sort of commercial property.

Thank you for considering this viewpoint.

Mark Perrier

4711 W. Shawnee Ave.

Sent from [Mail](#) for Windows 10

**From:** [Black, Tirrell](#)  
**To:** [Del Lusk](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose Rezoning Z18-890COMP  
**Date:** Monday, January 14, 2019 8:14:06 AM

---

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509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

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-----Original Message-----

From: Del Lusk <[delbert@windwireless.net](mailto:delbert@windwireless.net)>  
Sent: Saturday, January 12, 2019 1:14 PM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: Oppose Rezoning Z18-890COMP

We have lived for almost 30 years at the same address in Spokane: 4333 W. Osage Way. We strenuously oppose the motion to rezone Z18-890COMP.

Del and Eva-Maria Lusk

**From:** [Black, Tirrell](#)  
**To:** [DALENE BOONE](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Reference: File# Z18-890COMP  
**Date:** Monday, January 14, 2019 8:13:51 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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---

**From:** DALENE BOONE <daleneboone@comcast.net>  
**Sent:** Saturday, January 12, 2019 9:46 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** Reference: File# Z18-890COMP

We have lived in the Pacific Park neighborhood of North Indian Trails for over 23 years and wish to go on record as totally opposing the re-zoning of 25 acres currently zoned residential to commercial as noted in Reference: File# Z18-890COMP. We support the points and comments for opposition noted in the letter previously sent by the NITNC.

Thank you for your consideration.

Jim & Dalene Boone

8111 N Marjorie Ct

Spokane, WA 99208

**From:** [Black, Tirrell](#)  
**To:** [CLARK BURGESS](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Z18-890COMP  
**Date:** Monday, January 14, 2019 8:13:37 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

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509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



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---

**From:** CLARK BURGESS <t.wad@comcast.net>  
**Sent:** Saturday, January 12, 2019 9:00 AM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** Z18-890COMP

>

> I have lived on TomTom Ct for 20 years, have a photo of a moose standing in our neighbors front yard, used to hear coyotes at night and more often than not- we would see deer going down Indian Trail. Just a beautiful, peaceful place to come home to.

Now no more wildlife- it looks like metro Seattle and the developers can't be content with how they much forest they have already clear-cut to build housing and now they want 25 acres COMMERCIAL???

1/2 acre would be too much.

This area seems to already have exceeded the traffic capacity of Indian Trail- and the enormous amount of newer

housing just built is not even yet occupied!

It's not always about the \$

Clark Burgess

5915 W TomTom Ct



**From:** [Black, Tirrell](#)  
**To:** [Dan Knechtel](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Proposed Zoning change on North Indian Trail Road File# Z18-890COMP  
**Date:** Monday, January 14, 2019 8:13:18 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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Sincerely,



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---

**From:** Dan Knechtel <[knechtel@live.com](mailto:knechtel@live.com)>

**Sent:** Saturday, January 12, 2019 8:33 AM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** Proposed Zoning change on North Indian Trail Road File# Z18-890COMP

Please do not approve the zone change for North Indian Trail. We live here because it is a family friendly neighborhood and don't need more commercial zones. Thank you for your consideration.

Dan Knechtel

**From:** [Black, Tirrell](#)  
**To:** [Brett Kyle](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose the rezoning area: Z18-890COMP  
**Date:** Monday, January 14, 2019 8:13:05 AM

---

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509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Brett Kyle <[thekylefamily@comcast.net](mailto:thekylefamily@comcast.net)>  
Sent: Saturday, January 12, 2019 7:10 AM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: Oppose the rezoning area: Z18-890COMP

My family and I oppose this rezoning. We live at 4122 W Osage Way Spokane WA 99208.

Sent from my iPhone

**From:** [Black, Tirrell](#)  
**To:** [Chris Smith](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: North Indian Trail  
**Date:** Monday, January 14, 2019 8:12:51 AM

---

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This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Chris Smith <[chris.smith72@gmail.com](mailto:chris.smith72@gmail.com)>  
Sent: Saturday, January 12, 2019 6:30 AM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: North Indian Trail

I am voicing my concerns over the proposed storage unit in the Indian Trail neighborhood. This is a horrible idea. Let's work together and maintain greenspace in our city, it's what makes Spokane unique and beautiful. There's no need for an eyesore like this in my neighborhood.

Thanks

Chris Smith  
8625 N Terry Ct

Sent from my iPhone

**From:** [Black, Tirrell](#)  
**To:** [janetbobbowman@yahoo.com](mailto:janetbobbowman@yahoo.com)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: File # Z18-890COMP  
**Date:** Monday, January 14, 2019 8:12:38 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Janet Bowman <[janetbobbowman@yahoo.com](mailto:janetbobbowman@yahoo.com)>  
**Sent:** Friday, January 11, 2019 10:38 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** File # Z18-890COMP

[Sent from Yahoo Mail on](#)

Dear Mr. Black,

I was hoping the last time I wrote to you about Harlan Douglass would be the last, but there seems to be a need again.

Please, please we just can't have anymore traffic on Indian Trail Road! With all the duplexes and homes being constructed on the west side of IT it's going to be a nightmare when they are all occupied. There is absolutely no place to widen the street all the way to Francis and it's a cluster already trying to get out of here and onto Francis in the morning commute and coming home we have been backed up all the way to Yokes at times!

We all know what his intentions are..no way is he going to build storage units..you know that and so do all of us. He wants the "ok" on rezoning to commercial, and then he'll have

his way on building the apartments we all worked so hard in stopping.  
We have lived out here for 40 years...please help us in stopping this man from ruining our neighborhood and clogging our streets more. If he wants to build, why on earth doesn't he build a 50+community in the nice area he owns, that we stopped the apartments on? Those of us that started this neighborhood would love that!

Thank you for your time, I know how busy you are and I appreciate it.

Janet Bowman

9721 N. Navaho Ct.

Spokane, WA 99208

[Sent from Yahoo Mail on Android](#)

**From:** [Black, Tirrell](#)  
**To:** [cary foster](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: rezoning along Indian Trail Rd. ref. #218-890comp  
**Date:** Monday, January 14, 2019 8:12:25 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** cary foster <[fostercary@yahoo.com](mailto:fostercary@yahoo.com)>  
**Sent:** Friday, January 11, 2019 9:14 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** rezoning along Indian Trail Rd. ref. #218-890comp

My name is Cary Foster and live at 5324 w garwood court. I've lived here 14 yrs. I feel we have no need to rezone residential land when we have land zoned for commercial use next to a shopping center (Near Albertsons shopping center) that has been vacant for the entire 14 years I have lived here. This land could and should be developed if a storage facility is needed in this area. I will oppose this rezoning.

Sent from [Mail](#) for Windows 10

**From:** [Black, Tirrell](#)  
**To:** [Ross Hawkinson](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: REFERENCE: File #Z18-899COMP  
**Date:** Monday, January 14, 2019 8:12:09 AM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,

Tirrell Black, AICP | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Ross Hawkinson <[rhawk701@icloud.com](mailto:rhawk701@icloud.com)>  
Sent: Friday, January 11, 2019 8:50 PM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: REFERENCE: File #Z18-899COMP

I do NOT support this proposed zoning change.

Ross Hawkinson  
5124 W Pacific Park Dr  
Spokane WA 99208

Sent from my iPhone

**From:** [Black, Tirrell](#)  
**To:** [Sharon Halstrum](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Reference: File# Z18-890COMP  
**Date:** Monday, January 14, 2019 8:11:48 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Sharon Halstrum <stargull60@yahoo.com>

**Sent:** Friday, January 11, 2019 8:23 PM

**To:** Black, Tirrell <tblack@spokanecity.org>

**Subject:** Reference: File# Z18-890COMP

We oppose the proposed zoning change on North Indian Trail.

Bill and Sharon Halstrum  
9407 N Rosebury Ln  
Spokane WA 99208



**From:** [Black, Tirrell](#)  
**To:** [James Bakke](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Comp Plan Indian Trail zoning change application Z18-890-Comp  
**Date:** Friday, January 11, 2019 3:45:16 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** James Bakke <jfbakke37@gmail.com>  
**Sent:** Friday, January 11, 2019 2:13 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Cc:** Terry Deno <tldeno@peoplepc.com>; Mel and Karen Neil <mkneil@comcast.net>; Mike Husted <mikehz@comcast.net>; McKinney, Jennine <mckinney9633@comcast.net>; Mark Davies <msdavies@msn.com>; Kathy Miotke <prairiepyrs@fastmail.com>; Kathy Husted <kathzleen@comcast.net>  
**Subject:** Comp Plan Indian Trail zoning change application Z18-890-Comp

To Docket Committee

I oppose the proposed application based on all the reasons cited in the letter from the NITNC Board.

In addition, I see no economic justification for additional GC zoning when the Sundance Center has so much empty space. It seems improbable to me that the developer sincerely intends to build only a mini-storage facility, especially one that would occupy 25 acres - by far the largest in the city.

If approved, I foresee the developer possibly changing his mind and constructing multi-family housing - in accordance with his current business model.

Thank you for your consideration,

James F. Bakke

10431 N Iroquois Dr, Spokane, WA 99208

**From:** [Black, Tirrell](#)  
**To:** [smoureaux@yahoo.com](mailto:smoureaux@yahoo.com)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Zoning Z18-890COMP  
**Date:** Friday, January 11, 2019 3:44:59 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Sarah Moureaux <[smoureaux@yahoo.com](mailto:smoureaux@yahoo.com)>

**Sent:** Friday, January 11, 2019 1:59 PM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** Zoning Z18-890COMP

Hello. My residence is 5205 W Brookfield Ct in the Indian Trail neighborhood. I am opposed to the rezoning for a storage facility unit in our area. Please consider this action further.

Sincerely,

Sarah Moureaux

[Sent from Yahoo Mail on Android](#)

**From:** [Black, Tirrell](#)  
**To:** [G D PIERCE](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose the RezoningRe: Z18-890COMP  
**Date:** Friday, January 11, 2019 3:44:46 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | [main 509.625-6300](#) | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** G D PIERCE <[pierce478@comcast.net](mailto:pierce478@comcast.net)>  
**Sent:** Friday, January 11, 2019 12:27 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Oppose the RezoningRe: Z18-890COMP

Our names are Garry D. Pierce and Carolyn F. Pierce, and our address is 4316 W Hiawatha Drive. We are seriously opposed to this rezoning, and have reason to be concerned.

RECEIVED

JAN 10 2019

Neighborhood and  
Planning Services

January 7, 2019

Tirrell Black

Reference File #Z18-890COMP

The Balboa South Indian Trail Neighborhood wishes to go on record as being opposed to the proposed amendment.

Woodside Avenue which acquires continually more traffic ,would see an increase in traffic as it is now seeing from the development along Francis in the North Indian Trail area. Woodside is not an arterial, however it is treated as one due to new development which also includes the Five Mile Neighborhood. The city is working to address traffic issues on Woodside by the construction of 3 traffic circles to slow it down.

The area from Five Mile Road down Woodside to Indian Trail has seen growth of young families with small children who walk, ride bikes, and parents who walk with strollers and infants. More traffic on Woodside would present a clear and present danger to it's neighbors.

An area within Spokane is evaluated by those who are experienced and given the adequate zone. The request to change the zoning of an area seems to be a continual process of the Douglas individuals. Are we to ignore the experience of those who apply zoning ,who have education and experience in the matters? I have my confidence in the individuals who are qualified to place the correct zoning in and around Spokane.

The traffic on Indian Trail has become a safety issue and is beyond what this road can carry . With continued excessive development in the North Indian Trail area it will become worse and we need to say enough.

We believe in responsible development. However, traffic issues and safety issues have given us proof have we need to be opposed and on the record for our decision.

Thank you for your time in reading our statements.



Aaron M. Kearney, Chair of the Balboa South Indian Trail Neighborhood Council acting  
For the council members.

**From:** [Black, Tirrell](#)  
**To:** [lindsey Griffith](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose the Rezoning Re: Z18-890COMP  
**Date:** Tuesday, January 15, 2019 8:07:31 AM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,

Tirrell Black, AICP | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

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-----Original Message-----

From: lindsey Griffith <[adamlinds@me.com](mailto:adamlinds@me.com)>  
Sent: Tuesday, January 15, 2019 6:34 AM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: Oppose the Rezoning Re: Z18-890COMP

To Whom it May Concern,

I live at 8902 N Rosebury Lane 99208 and oppose the rezoning of any property in the Indian Trail area what would allow for new buildings, homes or structures. We are packed enough out here and do not have an adequate road to support any additional homes, apartments, buildings or structures.

Thank you,  
Lindsey Griffith

Sent from my iPhone

**From:** [Black, Tirrell](#)  
**To:** [Chuck Henke](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: In response to file# Z18-890COMP  
**Date:** Tuesday, January 15, 2019 8:07:15 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Chuck Henke <cphenke3@gmail.com>  
**Sent:** Monday, January 14, 2019 10:18 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** In response to file# Z18-890COMP

To whom it may concern;

Hello there. I am writing in to express my opposition to this amendment. I think this developer is attempting to manipulate the system in a number of ways. Firstly, they are attempting to get a larger area than needed for "storage units" rezoned so that they can build whatever they like. Secondly, I believe their overall plan is to drive down the density of the Indian Trail area by rezoning it, so they can try again to rezone the land next to the Lusitano Apartments into high density apartments instead of single family homes. Hopefully rejecting this bid will convince Mr. Douglass to sell the land to more responsible and respectful developers.

Thank you for your time,  
Chuck and Tracy Henke  
Creston Lane, Spokane WA

**From:** [Black, Tirrell](#)  
**To:** [Marcey Bachmeier](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Indian Trail Zoning change request  
**Date:** Tuesday, January 15, 2019 8:06:42 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

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Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | [main 509.625-6300](#) | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Marcey Bachmeier <[marceykay@comcast.net](mailto:marceykay@comcast.net)>  
**Sent:** Monday, January 14, 2019 10:11 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Indian Trail Zoning change request

As a homeowner in the Indian Trail neighborhood I am writing this email to voice my opposition to the proposed zoning change Z18-890comp from SF to GC.

Marcey Bachmeier



**From:** [Black, Tirrell](#)  
**To:** [Curtis Blair](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Reference: File # Z18-890COMP  
**Date:** Tuesday, January 15, 2019 8:06:23 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Curtis Blair <[curtisblair21@gmail.com](mailto:curtisblair21@gmail.com)>

**Sent:** Monday, January 14, 2019 7:21 PM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** Reference: File # Z18-890COMP

I am adamantly opposed to the Proposed Zoning change (request by Douglass) on North Indian Trail Road, File # Z18-890COMP. I live on 9904 North Glenwood Dr and agree with the email that was sent out from the NITCC, that a mini-storage facility would not be suited for this location.

Thank you for accepting input from the community regarding this matter.

Curtis Blair

**From:** [Black, Tirrell](#)  
**To:** [Shannon Wittman](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose the Rezoning Re: Z18-890COMP  
**Date:** Monday, January 14, 2019 4:06:05 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

---

**From:** Shannon Wittman <stamash@hotmail.com>  
**Sent:** Monday, January 14, 2019 4:01 PM  
**To:** Black, Tirrell <tblack@spokanecity.org>  
**Subject:** Oppose the Rezoning Re: Z18-890COMP

To Whom It May Concern,

My name is Shannon Wittman. I live at 4328 W. Hiawatha Drive. Me and my family object to this re-zoning.

Thank you,  
Shannon Wittman

**From:** [Black, Tirrell](#)  
**To:** [Chris Wittman](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose the Rezoning Re: Z18-890COMP  
**Date:** Monday, January 14, 2019 4:05:52 PM

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COMP located adjacent to North Indian Trail Road.  
Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,

Tirrell Black, AICP | City of Spokane | Associate Planner  
509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

-----Original Message-----

From: Chris Wittman <[wittmanchris@gmail.com](mailto:wittmanchris@gmail.com)>  
Sent: Monday, January 14, 2019 3:54 PM  
To: Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
Subject: Oppose the Rezoning Re: Z18-890COMP

To whom it may concern:

My wife, daughter and I live at 4328 W Hiawatha Dr. We are adamantly opposed to the rezoning proposal for West Indian Trail to build a mini-storage facility. This type of development does not fit with our neighborhood.

Please do not approve this request by Harlan Douglas.

Sincerely,

Chris Wittman  
4328 W. Hiawatha Dr.  
Spokane, WA 99208  
310-709-6019

Sent from my iPhone

**From:** [Black, Tirrell](#)  
**To:** [Greg Gallagher](#)  
**Cc:** [Planning & Development Services Indian Trail Comments](#)  
**Subject:** RE: Oppose the Rezoning Re: Z18-890COM  
**Date:** Monday, January 14, 2019 3:32:30 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan File Z18-890COM located adjacent to North Indian Trail Road. Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

Additionally, your email has been added to the notification list of any further actions related to this proposal.

Sincerely,



**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

**From:** Greg Gallagher <[gregorydgallagher@gmail.com](mailto:gregorydgallagher@gmail.com)>

**Sent:** Monday, January 14, 2019 2:56 PM

**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Subject:** Oppose the Rezoning Re: Z18-890COM

I am resident of the north Indian Trail neighborhood and I'm firmly against the re-zoning of the 25 acres from residential to General Commercial by Harlan Douglass.

I live at 4212 W Arrowhead Rd, Spokane, WA 99208

Gregory Gallaghe

**File Z18-933COMP**

3004 W 8<sup>th</sup> Ave (near Sunset Blvd and Government Way)

Public Comments Received – updated 1/14/2019

## Black, Tirrell

---

**From:** Brian Houle <brianhoule2013@gmail.com>  
**Sent:** Monday, January 14, 2019 3:53 PM  
**To:** Black, Tirrell  
**Subject:** Public comment on Z18-993COMP (project address 3004 W 8TH Ave)

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Tirrell Black,

I attended a West Hills Neighborhood Association meeting this past December and learned of a proposed 60 unit apartment construction project to be located at 3004 W 8th Ave. I have inspected the 35 page document 'threshold review application' submitted to your office by the agent of this project - Dwight Hume.

Information was presented to the West Hills group of residents explaining the nature of the project as understood by the Chair. A lengthy discussion ensued regarding the project and how little information was made available to understand the nature of the project. The Chair expressed disappointment with Dwight Hume - the project's agent, in that a number of questions she had posed to him were returned unanswered. Mr. Hume was unable to attend the meeting to represent his client. Many questions were raised during the discussion, and a number of residents of the neighborhood still have many questions regarding the scope of the project.

It is not unreasonable to expect that residents of any particular area be entitled to receiving details of a project of this nature - considering zoning changes are being requested that will have an impact on the neighborhood, and which is likely to set a precedent for future growth in our area.

I have standing in this issue as my property is approximately 160 feet from the proposed property. My concerns regarding the application is that it seemed as though the questions were many, but the answers appeared incomplete.

Thank you for addressing many of my questions about this project and the overall process during our phone conversation today. I have chosen to be provide input on this project in order to stay involved in the process. Please send me relevant information you believe to be pertinent this project and to our region. Thank you.

Sincerely,  
Brian Houle  
3121 W 8th Ave 99224  
503-839-8246  
[brianhoule2013@gmail.com](mailto:brianhoule2013@gmail.com)

## Black, Tirrell

---

**From:** Susan Mensching <mensching65@gmail.com>  
**Sent:** Monday, January 14, 2019 7:47 PM  
**To:** Black, Tirrell  
**Cc:** Gwinn, Nathan  
**Subject:** Re: 3004 W 8th street rezone

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello Tirrell and Nathan,  
I wanted to clarify my last email. It was my personal opinion, I was speaking on My behalf only. I have read through the 35 pages and I personally didn't understand the process of commenting.

I support any application the land owner wants to submit.

I was wanting more details released to the neighborhood before a zone change vote. 12 single family lots turned in to 60 what ever apartments is a big impact in this neighborhood. I didn't find the application complete, and I haven't had the opportunity to hear much.

Again I'm not speaking on the behalf of any NC.

I Look forward to hearing the plans .

I have a question, are impact studies released before a zone change is approved? I don't know the process in Spokane.

Thank you

Susan Mensching  
Office 664-9880  
Fax1-877-483-3085

> On Jan 14, 2019, at 2:32 PM, Black, Tirrell <tblack@spokanecity.org> wrote:

>

> Thank you for taking the time to send in a comment letter on the proposed amendment to the comprehensive plan located in the general vicinity of W 7th & Government Way.

> Your email comment will be forwarded to both the subcommittee reviewing the amendments as well as the full City Council.

>

> Additionally, your email has been added to the notification list of any further actions related to this proposal.

>

>

> Sincerely,

>

> Tirrell Black, AICP | City of Spokane | Associate Planner

> 509.625-6185 | main 509.625-6300 | tblack@spokanecity.org | spokanecity.org

>

> This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

> -----Original Message-----

> From: Susan Mensching <mensching65@gmail.com>

> Sent: Monday, January 14, 2019 2:12 PM

> To: Black, Tirrell <tblack@spokanecity.org>

> Subject: 3004 W 8th street rezone

>

> Dear Mr Black,

> I'm responding to the rezone request on 3004 W 8th ave.

>

> Mr. Hume has not responded to questions or met with the neighborhood council on this property. Many of the neighbors have no idea that he is trying to get a Zone change. We have reviewed all the documentation he has submitted but there is so much missing information that we can not form a opinion either for or against.

> We have such an awesome up and coming neighborhood that is now drawing investors and pride on our neighborhood. We would like the opportunity to hear his business plan and ideas for the 8th Ave property. At this time I don't believe Mr Hume has done his due diligence in informing anyone about this property request. I think at this point it should not be moved on past the adhawk committee.

> Thank you for hearing me out

>

> Susan Mensching

> Office 664-9880

> Fax1-877-483-3085