

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Ninth** Updated Proclamation **20-28.9**, dated **August 31, 2020**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through **October 1, 2020**.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **September 14, 2020**. Open Forum will not be held and all testimony must be related to the legislative items on the agenda.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code **966 942 097** for the 3:30 p.m. Briefing Session or **146 871 2804** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

To participate in virtual public comment:

Sign up to give testimony at <https://forms.gle/RtcIKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, September 14, 2020, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit *3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit *3 again.

**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 the first open forum more often than once per calendar 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 and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum 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 from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. There is no limit on the number of regular legislative agenda 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 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 5.3 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. In order for a Council member to be recognized by the Chair for the purpose of obtaining the floor, the Council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- C. Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. 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 their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all 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 items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- 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 their 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 allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents 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 amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
 - 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 (3) minutes to present their 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 there to 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, SEPTEMBER 14, 2020

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

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.

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency 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, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will 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 by accessing the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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. First Amendment/Extension of the Amended Water Supply Agreement with the City of Airway Heights for short-term supplemental emergency water from the City of Spokane effective June 15, 2020, through June 15, 2021. (As Amended by City Council on August 24, 2020) (Deferred from August 31, 2020, Agenda)
Scott Simmons | Approve | OPR 1984-0475 |
| 2. Purchase by Fleet Services from Titan Truck Equipment (Spokane) of one Ford F550 with Duralift for the Street Department—\$153,496.73.
Clint Harris | Approve | OPR 2020-0689 |
| 3. Value Blanket with PEWAG Traction Chain, Inc. for the purchase of Tire Chains for City Vehicles for a term of two years, with three additional one-year renewals—\$80,000 per year.
David Paine | Approve | OPR 2020-0691 |
| 4. Recommendation to list the Dodson Building, 218-220 N. Bernard Street, on the Spokane Register of Historic Places.
Megan Duvall | Approve &
Auth.
Agreement | OPR 2020-0692 |

- | | | |
|---|------------------------------------|---------------|
| 5. Contract Amendment with Wilson & Company for increased cost associated with adding Wilson Inspection for the COS Regal/Cleveland/Grace Water & Sewer replacement project—\$47,580. Total contract amount: \$138,660.
Nathan Anunson | Approve | OPR 2020-0449 |
| 6. Grant Agreement with Arcora Foundation for capital associated with implementation of community water fluoridation. (Relates to Emergency Ordinance C35936)
Council Member Beggs | Approve | OPR 2020-0693 |
| 7. Report of the Mayor of pending: | Approve &
Authorize
Payments | CPR 2020-0002 |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through August 28, 2020, total \$15,036,856.48, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$12,975,287.78. | | |
| b. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2020, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | CPR 2020-0002 |
| c. Payroll claims of previously approved obligations through _____, 2020: \$_____. | | CPR 2020-0003 |
| 8. City Council Meeting Minutes: _____, 2020. | Approve
All | CPR 2020-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)

(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM – WILL NOT BE HELD

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35935 amending Ordinance No. C35857 passed by the City Council December 16, 2019, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Human Services Grants Fund

FROM: Department of Housing & Urban Development, \$3,362,228;

TO: Various accounts, same amount.

(This action provides funding to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.)

Tim Sigler

EMERGENCY ORDINANCES(Require Five Affirmative, Recorded Roll Call Votes)

- ORD C35936 Requiring the adjustment of the fluoride level present in the City's public water system in accordance with state and federal law, regulations, and recommendations; enacting a new section 13.04.045 of the Spokane Municipal Code; and declaring an emergency. (Relates to Consent Agenda Item No. 6) (Council Sponsor: Council President Beggs)
Council President Beggs
- ORD C35938 Relating to amendments to the For Hire Transportation sections of SMC chapter 04.04.02 and chapter 10.34A, amending sections 04.04.020, 10.34A.020, 10.34A.080, 10.34A.140, 10.34A.170, and 10.34A.220 of the Spokane Municipal Code. (Council Sponsor: Council Member Stratton)
Tonya Wallace

RESOLUTIONS & FINAL READING ORDINANCES(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2020-0066 Declaring Clean Energy (Newport Beach, CA) a sole source provider for repairs and maintenance of the City of Spokane CNG Refueling Station to be used on an "as needed" basis for an annual estimated expenditure of \$250,000 including tax.
David Paine
- ORD C35932 Amending Ordinance C34840 that vacated the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley. (Council Sponsor: Council President Beggs)
Eldon Brown

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35937 (To be considered under Hearings Item H1.b.)
- ORD C35939 Amending Ordinance C32481 passed by City Council on August 30, 1999, that amended Ordinance C29198 passed by City Council September 6, 1988, pertaining to the vacation of Carlisle Avenue. (Council Sponsor: Council President Beggs)
Eldon Brown
- ORD C35940 Amending Ordinance No. C-34470, which created the Spokane University District Revitalization Area. (Council Sponsor: Council President Beggs)
Council President Beggs

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

- | | | | |
|-----|---|-------------------------------------|------------|
| H1. | a. Hearing on the vacation of various right-of-ways south of E. North Foothills Dr. and west of Perry St., as requested by the Spokane School District to accommodate the NE Middle School. | Approve
Subject to
Conditions | |
| | b. First Reading Ordinance C35937 vacating various right-of-ways south of E. North Foothills Dr. and west of Perry St. (Council Sponsor: Council President Beggs) | Further
Action
Deferred | ORD C35937 |
- Eldon Brown**
-

**Motion to Approve Advance Agenda for September 14, 2020
(per Council Rule 2.1.2)**

OPEN FORUM (CONTINUED) – WILL NOT BE HELD

ADJOURNMENT

The September 14, 2020, Regular Legislative Session of the City Council is adjourned to September 21, 2020.

NOTES

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

08/17/2020

<u>Date Rec'd</u>	8/5/2020
<u>Clerk's File #</u>	OPR 1984-0475
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	PUBLIC WORKS
<u>Contact Name/Phone</u>	SCOTT SIMMONS 625-6584
<u>Contact E-Mail</u>	SMSIMMONS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4100 AMENDMENT TO EXTEND EMERGENCY WATER TO AIRWAY HEIGHTS.

Agenda Wording

Approval of an extension and an amendment to an agreement that provides Airway Heights with short-term supplemental emergency water from the City of Spokane.

Summary (Background)

Spokane is providing emergency water service to Airway Heights as it works to address PFOS/PFOA contamination. In 2018, Spokane agreed to provide supplemental emergency water in the amount of 1,400 gpm. The agreement allowed for an initial 2-year term and three (3) 1-year extensions. This amendment would authorize the first of the 1-year extensions and amend the agreement to allow for five (5) 1-year extensions. Airway Heights pays the "Outside City Rate to Other Purveyors" for water it uses.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Neutral	\$				#
Select	\$				#
Select	\$				#
Select	\$				#
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		SIMMONS, SCOTT M.		<u>Study Session\Other</u>	PIES July 27, 2020
<u>Division Director</u>		SIMMONS, SCOTT M.		<u>Council Sponsor</u>	Breean Beggs
<u>Finance</u>		WALLACE, TONYA		<u>Distribution List</u>	
<u>Legal</u>		ODLE, MARI		smsimmons@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL		eschoedel@spokanecity.org	
<u>Additional Approvals</u>			acline@spokanecity.org		
<u>Purchasing</u>				atripp@cawh.org	
				kanderson@cawh.org	
				mfeist@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division
Subject:	Airway Heights Amended Water Supply Agreement and Emergency Water Service Agreement
Date:	7/27/20
Author (email & phone):	Scott Simmons smsimmons@spokanecity.org 625-6584
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Water System Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approve extension of agreement as provided for under current agreement
Background/History: On April 12, 2018, the City agreed to provide to Airway Heights additional short term supplemental emergency water from Spokane in the amount of approximately 1,400 gpm for a period of two (2) years from the initial date of emergency water service. The agreement provides for the Parties to agree and execute an amendment extending the term for emergency supplemental water in additional one year increments, not to exceed three (3) one-year extensions. Airway Heights has requested to initial the 1 st of the 1 year extensions.	
Executive Summary: <ul style="list-style-type: none"> City of Spokane is providing emergency water service to Airway Heights due to contamination in Airway Heights groundwater source for drinking water The initial 2 yr term has expired The agreement provides for additional 1 yr extensions Airway Heights has requested the initial 1 year extension 	
Budget Impact: 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: N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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: N/A Known challenges/barriers: N/A	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:



City of Spokane

**1 of 3 EXTENSION of the AMENDED WATER
SUPPLY AGREEMENT between SPOKANE
AND AIRWAY HEIGHTS AND
EMERGENCY WATER SERVICE**

Title: Emergency Water Service

This Extension of the Amended Water Supply Agreement between Spokane and Airway Heights and Emergency Water Service Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **City of Airway Heights**, whose address is 1208 South Lundstrom, Airway Heights, Washington 99001 as ("**Airway Heights**").

*WHEREAS, the parties entered into an Amended Water Supply Agreement and Emergency Water Service Agreement "Agreement" on April 12, 2018 wherein the City agreed to provide to **Airway Heights** additional short term supplemental emergency water from Spokane in the amount of approximately 1,400 gpm for a period of two (2) years from the initial date of emergency water service; and*

WHEREAS, paragraph 5.2.1 provides for the Parties to agree and execute an amendment extending the term for emergency supplemental water in additional one year increments, not to exceed three (3) one-year extensions; and

WHEREAS, Airway Heights has requested additional time, and thus the Agreement time for performance needs to be formally extended by this written document, see attached Exhibit "A".

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

1. CONTRACT DOCUMENTS.

The original Agreement Contract, dated April 12, 2018, 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 Extension and Amendment shall become effective on June 15, 2020.

3. EXTENSION.

The contract documents are hereby extended and shall run through June 15, 2021.

All other terms and conditions in the underlying contract shall remain in full force and effect.

4. COMPENSATION.

Airway Heights shall pay the City per the term "Outside City Rate to Other Purveyors" is as set forth in Title 13, Chapter 13.04, Section 13.04.2014 of the Spokane Municipal Code, or its succeeding provision(s) as such may be revised or amended through time. This rate may be periodically adjusted and shall be

applicable as set forth in the rate schedule adopted by the Public Works and Utility Division and the Spokane City Council, 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.

CITY OF AIRWAY HEIGHTS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Attest:

City Clerk
City of Airway Heights

City Clerk
City of Spokane

Approved as to form:

Approved as to form:

City Attorney
City of Airway Heights

Assistant City Attorney
City of Spokane

Attachments that are part of this Contract Extension:

A – Letter from Airway Heights to Spokane requesting extension, dated May 29, 2020.

U2020-053a



City of Spokane

**1 of 5 EXTENSION and AMENDMENT of the
AMENDED WATER SUPPLY AGREEMENT
between SPOKANE AND AIRWAY HEIGHTS
AND
EMERGENCY WATER SERVICE**

This Extension and Amendment of the Amended Water Supply Agreement between Spokane and Airway Heights and Emergency Water Service Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **City of Airway Heights**, whose address is 1208 South Lundstrom, Airway Heights, Washington 99001 as ("**Airway Heights**").

*WHEREAS, the parties entered into an Amended Water Supply Agreement and Emergency Water Service Agreement on April 12, 2018, wherein the City agreed to provide to **Airway Heights** additional short term supplemental emergency water from Spokane in the amount of approximately 1,400 gpm for a period of two (2) years from the initial date of emergency water service and*

WHEREAS, paragraph 5.2 provides for the Parties to agree and execute an amendment extending the term for emergency supplemental water in additional one year increments, not to exceed three (3) one-year extensions; and

WHEREAS, Airway Heights has requested additional time, and thus the Agreement time for performance needs to be formally extended by this written document, see attached Exhibit "A".

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

1. CONTRACT DOCUMENTS.

The original Agreement Contract, dated April 12, 2018, 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 Extension and Amendment shall become effective on June 15, 2020.

3. EXTENSION and AMENDMENT.

The contract documents are hereby extended and shall run through June 15, 2021.

Furthermore, Paragraph 5.2.1 Term is amended to be restated to read as follows:

5.2.1 Term. For a period of two (2) years commencing upon Spokane delivering water to Airway Heights ("Initial Term") at the Point of Delivery, Spokane shall supply water in the amount not to exceed 1,400 GPM through the Emergency Supplemental Connection. Airway Heights upon written notice may request in writing and the Parties may agree to extend the emergency supplemental water service for ~~((three (3)))~~ five (5) additional one year intervals by written agreement ("Extension Periods"). The maximum term of the Emergency Supplemental Connection shall not exceed ~~((five (5)))~~ seven (7) years.

All other terms and conditions in the underlying contract shall remain in full force and effect.

4. COMPENSATION.

Airway Heights shall pay the City per the term "Outside City Rate to Other Purveyors" is as set forth in Title 13, Chapter 13.04, Section 13.04.2014 of the Spokane Municipal Code, or its succeeding provision(s) as such may be revised or amended through time. This rate may be periodically adjusted and shall be applicable as set forth in the rate schedule adopted by the Public Works and Utility Division and the Spokane City Council, 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.

CITY OF AIRWAY HEIGHTS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Nadine Woodard
Type or Print Name

Title

Title

Attest:

Attest:

City Clerk
City of Airway Heights

City Clerk
City of Spokane

Approved as to form:

Approved as to form:

City Attorney
City of Airway Heights

Assistant City Attorney
City of Spokane

Attachments that are part of this Contract Extension:

A – Letter from Airway Heights to Spokane requesting extension, dated May 29, 2020.

U2020-053

VOID

CITY OF SPOKANE		Agenda Sheet for City Council Meeting of*		Date Rec'd (Clerk use only)		8/25/2020	
09/14/2020		Briefing date: 08/31/2020		Clerk's File #		OPR 2020-0689	
Status: DIVISION FINANCE LEGAL REVIEW				Renews #			
Submitting Dept*: FLEET OPERATIONS				Cross Ref #			
Contact Name & Phone*: CLINT HARRIS 625-7744				Project #			
Contact E-Mail*: CEHARRIS@SPOKANECITY.ORG				Bid #			
Add'l Docs Attached? <input type="checkbox"/> Purchase w/o Contract				Requisition #		RE19502	
Agenda Item Name: Begin with Dept # 5100-PURCHASE OF F550 WITH DURALIFT							
Agenda Wording*: (55 character max) <input type="checkbox"/> Additional attached? Fleet Services would like to purchase one (1) Ford F550 with Duralift for the Street Department for \$153,496.73 including Tax, from Titan Truck Equipment, Spokane, WA. Sourcewell Contract 120716.							
Summary (Background)*: (235 character max.) <input type="checkbox"/> Additional attached? The Ford F550 with Duralift will replace equipment that has reached the end of its economic life. We recommend approval for the purchase of a Ford F550 with Duralift for the Street Department. Funding for this is available in the Street Department Replacement Fund.							
Fiscal Impact Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>		Budget Account <input type="checkbox"/> Additional attached?					
Expense	\$	153,496.73	#	5110-71700-94000-56413-99999			
Select	\$		#				
Select	\$		#				
Select	\$		#				
Approvals				Council Notifications (Date) <input type="checkbox"/> None			
Dept Head	PAINE, DAVID		Study Session / Other	8/31/20			
Division Director			Council Sponsor	Breann Beggs			
Finance	ORLOB, KIMBERLY		Distribution List (Emails preferred) <input type="checkbox"/> Additional?				
Legal	PICCOLO, MIKE		mmartinez				
For the Mayor							
Additional Approvals							
Purchasing	WAHL, CONNIE						
STREETS	HARRIS, CLINT E.						
Select Dept 2							
Select Dept 3							
Save		Cancel		View Related Documents			

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Finance, Fleet Services
Subject:	Purchase of F550 With Duralift
Date:	August 31, 2020
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase one (1) Ford F550 with Duralift for the Street Department for \$153,496.73 including Tax, from Titan Truck Equipment, Spokane, WA. Sourcewell Contract 120716.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Ford F550 with Duralift will replace equipment that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of a Ford F550 with Duralift for the Street Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is available in the Street Department Replacement Fund. 	
Budget Impact: 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: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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:	



Expenditure Control Form

All Expenditures \$100,000 or more

Today's Date: 4/15/20	Type of expenditure: Goods
Department: Street Department	
Approving Supervisor: Clint Harris	
Amount of proposed Expenditure: \$1,100,000 Street Department Fleet Replacement Budget.	
Funding Source: \$1,100,000 Street Department Fleet Replacement Budget.	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
Why is this expenditure necessary now?	
Annual cost to replace aging equipment identified for replacement. Equipment is ordered at the beginning of year to arrive by years end.	
What are the impacts if expenses are deferred?	
Increased equipment costs for repairs.	
What alternatives resources have been considered?	
None	
Description of the goods or service and any additional information.	
Street Equipment replacement budget is \$1.9 million. Reduced replacement request by 37% for the General Fund allocation to the replacement fund. Equipment is a loader, grader, 10 wheel dump truck, sweeper, brush hog, grapple bucket, bucket truck, and 1 new snow plow.	
Person Submitting Form/Contact: Clint Harris	DocuSigned by:
CITY ADMINISTRATOR APPROVAL: Yes <input type="checkbox"/> No <input type="checkbox"/>	BUDGET APPROVAL: Yes <input type="checkbox"/> No <input type="checkbox"/>

TITAN

TRUCK EQUIPMENT

2020 FORD F550 4X4 DTAX42



DEMO BUILD DTAX42 BUCKET TRUCK

1FD0X5HT6LEC42740 A11199 NEWDEMOF550DTAX42

2020 FORD F550 4X4, SUPERCAB, 6.7L DIESEL, AUTOMATIC, ALL FACTORY OPTIONS INCLUDING REMOTE START, DAKOTA 9' SERVICE BODY WITH 30" TAILSHELF, DURALIFT DTAX-42 AERIAL UNIT, 47' WORKING HEIGHT, 28' SIDE REACH AND 350LB BUCKET CAPACITY. ADDITIONAL OPTIONS: WESTIN GRATE STEPS, WARN 16.5ti WINCH, ECCO BACKUP CAMERA 7" SCREEN, ECCO REAR TRAFFIC CONTROLLER, ECCO 4 CORNER STROBE LIGHT PACKAGE.

MODIFICATIONS TO BE MADE.

CHANGE OUTRIGGERS TO H FRAME

INSTALL SIDE ACCESS WALK UP STEP IN THE TAILSHELF

INSTALL BASKET LINER AND COVER

ADD TOOL CIRCUIT TO THE TAILSHELF

(509) 534-5010 605 N. Fancher Road Spokane Valley, WA 99212


www.titantruck.com



DELIVERY TIME FRAME 30 TO 45 DAYS FROM DATE OF PURCHASE ORDER

THIS BUCKET TRUCK IS A DEMO BUILD

SALE PRICE \$140,952.00 plus tax, Licensing and dealer doc fee

 Agenda Sheet for City Council Meeting of* 09/14/2020 <input type="text"/> <input type="button" value="v"/> Briefing date: 08/31/2020 Status: DIVISION FINANCE LEGAL REVIEW		? Date Rec'd (Clerk use only) 8/25/2020
		? Clerk's File # OPR 2020-0691
		? Renewals #
Submitting Dept*:	FLEET OPERATIONS <input type="text"/> <input type="button" value="v"/>	? Cross Ref #
Contact Name & Phone*:	DAVID PAINE 625-6878	? Project #
? Contact E-Mail*	DPAINE@SPOKANECITY.ORG	? Bid #
? Add'l Docs Attached? <input type="checkbox"/>	Purchase w/o Contract <input type="text"/> <input type="button" value="v"/>	? Requisition # SOLE SOURCE
? Agenda Item Name: Begin with Dept # 5100-VALUE BLANKET FOR TIRE CHAINS		
? Agenda Wording*: (0 character max) <input type="checkbox"/> Additional attached? Fleet Services would like to contract with PEWAG Traction Chain, Inc for the purchase of Tire Chains for the City of Spokane vehicles. This is a sole source Value Blanket for \$80,000 a year. VB will be for 2 years, with 3 additional one-year renewals		
? Summary (Background)*: (146 character max.) <input type="checkbox"/> Additional attached? PEWAG is the sole provider of PEWAG chains for the City of Spokane vehicles. The chains help the vehicles with traction on the roadways during the winter season. We recommend approval of the VB with PEWAG Traction Chain, Inc. for the purchase of Tire Chains for the City of Spokane vehicles. Funding for this is available in the Fleet Department Budget.		
? Fiscal Impact Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>		
Budget Account <input type="checkbox"/> Additional attached?		
Expense <input type="button" value="v"/> \$ 80,000	# 5100-71700-48348-53211-55660-99999	
Select <input type="button" value="v"/> \$	#	
Select <input type="button" value="v"/> \$	#	
Select <input type="button" value="v"/> \$	#	
? Approvals		? Council Notifications (Date) <input type="checkbox"/> None
Dept Head	PAINE, DAVID	Study Session / Other 8/31/20
Division Director		Council Sponsor Breann Beggs
Finance	ORLOB, KIMBERLY	? Distribution List (Emails preferred) <input type="checkbox"/> Additional?
Legal	ODLE, MARI	mmartinez, tprince
For the Mayor		
? Additional Approvals		
Purchasing		
Select Dept 1 <input type="button" value="v"/>		
Select Dept 2 <input type="button" value="v"/>		
Select Dept 3 <input type="button" value="v"/>		
<div> <input type="button" value="Save"/> <input type="button" value="Cancel"/> <input type="button" value="View Related Documents"/> </div>		

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Finance, Fleet Services
Subject:	Contract with Clean Energy for CNG Station
Date:	August 31, 2020
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to contract with Clean Energy for repairs and maintenance of the City of Spokane CNG Refueling Station. This is a sole source contract for \$250,000 a year. Contract will be 1 year with 4 additional one-year renewals.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> Clean energy is the sole provider of CNG for the refueling station that fuels all of our CNG vehicles and is also the sole servicer of the site. <u>Action</u> <ul style="list-style-type: none"> We recommend approval of a contract with Clean Energy for repairs and maintenance of the City of Spokane CNG Refueling Station for the Fleet Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is available in the Fleet Department Budget. 	
Budget Impact: 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: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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:	



Expenditure Control Form

All Expenditures \$100,000 or more

Today's Date: 8/25/20	Type of expenditure: Goods and Services
Department: Fleet	
Approving Supervisor: David Paine	
Amount of proposed Expenditure: \$250,000	
Funding Source: General Fund	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
Why is this expenditure necessary now?	
This expenditure is necessary now as the current contract with Clean Energy is expiring in September 2020. The City needs to be able to fuel the CNG vehicles and keep the station maintained refueled.	
What are the impacts if expenses are deferred?	
If expenses are deferred, the CNG units we do have will not have CNG to fuel them and therefore will not be able to run and perform their duties.	
What alternative resources have been considered?	
There are no alternative resources as no other companies offer these services in our area.	
Description of the goods or service and any additional information.	
The Clean Energy would be for repairs and maintenance of the City of Spokane CNG Refueling Station. This is a sole source contract for \$250,000 a year. Contract will be 1 year with 4 additional one-year renewals.	
Person Submitting Form/Contact: Micaela Martinez 655-0959	
CITY ADMINISTRATOR APPROVAL: Yes <input type="checkbox"/> No <input type="checkbox"/>	BUDGET APPROVAL: Yes <input type="checkbox"/> No <input type="checkbox"/>

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

09/14/2020

Date Rec'd

9/2/2020

Clerk's File #

OPR 2020-0692

Renews #**Submitting Dept**

HISTORIC PRESERVATION

Cross Ref #**Contact Name/Phone**

MEGAN DUVALL 625-6543

Project #**Contact E-Mail**

MDUVALL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0470 -DODSON BLDG NOMINATION TO THE SPOKANE REGISTER OF HISTORIC PLACES

Agenda Wording

Recommendation to list the Dodson Building, 218-220 N Bernard Street, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Dodson Building has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

DUVALL, MEGAN

Study Session\Other**Division Director**

DUVALL, MEGAN

Council Sponsor**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

mduvall@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

lcamporeale@spokanecity.org

Additional Approvals

sbishop@spokanecity.org

Purchasing

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Dodson Building – 218-220 N Bernard Street

FINDINGS OF FACT

1. SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."

- Originally built in 1909; the Dodson Building meets the age criteria for listing on the Spokane Register of Historic Places.

2. SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).

- Eligible under **Category A** The Dodson Building in downtown Spokane is historically significant for its direct connection to the growth and development of downtown Spokane. As a multi-purpose building, the structure originally housed a saloon/pool hall, and a coffee house/restaurant as well as a hotel on the upper floors. Located in the heart of the "international district," the building also played a key role in the social and cultural lives of Spokane's Greek and Japanese immigrant communities.
 - Although much of the physical setting of the "international district" of Spokane no longer remains, the nominated building's visage and lore (under the names: Griffin Hotel and Hotel Wallace) retains the story of the evolution of the Greek community in the city. It is one of the only remaining buildings in downtown Spokane directly connected to the Greek community. The various establishments in the nominated building were managed, staffed, and later owned by Greeks who catered directly to their community.
 - The building is also an important remnant of early Japanese immigrants, with the first storefront business associated with Japanese proprietors being the OK Trading Company in 1922. The building's upper hotel floors were under Japanese management from the mid-1940s (due to the fact that Spokane was outside of the evacuation zone related to WWII) until it closed in 1974.
- Under **Category C**, the Dodson Building is well-maintained, in good condition, and retains its original location, design, materials, workmanship, and character:
 - The Dodson Building is also significant under Criterion C for its high-quality of design and materials, and as an example of a single-room-occupancy building on the east side of Spokane's downtown. While many of the multi-story commercial buildings erected on the east side of Spokane's central business district during the years flanking 1910 were substantial buildings, their architectural presence is best described as commercial vernacular. The Dodson building, on the other hand, like other buildings in the area, has a refined design that clearly relates it to the Neo-Renaissance expression of the time.
 - The nominated building is also historically significant under Category C as an example of the work of master architect John K. Dow and his partner, Clarence Z. Hubbell. Together the firm designed prominent buildings in Spokane and the surrounding communities including the Hutton Building (1907), Masonic Temple (1905) and the Paulson Building (1908) in Spokane. The nominated building is the firm's only remaining single room occupancy hotel design in Spokane.
 - Nor surprisingly, the Dodson Building is more restrained than Dow's Masonic Temple design of 1905 and the Hutton Building of 1907, which both had different uses. Even so,

its attention to detail and high-quality materials help convey the range of architectural design of single-room occupancy hotels in Spokane, the historic appearance of east downtown Spokane during much of the 20th century, and the range of the architectural firm of Dow & Hutton.

- The period of significance begins in 1909, the year the nominated building was completed, and ends in 1974 to coincide with the closing of the upper SRO hotel operations under Japanese management.

3. SMC17D.100.090: “The property must also possess integrity of location, design, materials, workmanship, and association.” *From NPS Bulletin 15: “Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity.”*

- The exterior of the building has changed little over that past years. Notwithstanding the replacement of the original sash, the building retains good integrity of material, design, and detailing. In addition to the replacement of the window sash on the second, third, and fourth floors, the storefront configuration has been altered. The original cast iron and steel I-beam frame and transom windows remain in place.

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

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

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Dodson Building according to the appropriate criteria at a public hearing on 8/19/20 and recommends that the Dodson Building be listed on the Spokane Register of Historic Places.



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods



Services



Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

After Recording Return to:
Clerk of the Board
Spokane County Commissioner's Office
1116 W. Broadway, Room 100
Spokane, WA 99260

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

HAVERMALE ADD LT 12 BLK 8 & W1/2 OF VAC ALLEY E OF & ADJ

Parcel Number(s) 35184.0611, is governed by a Management Agreement between the City of Spokane and the Owner(s), Fruci Family, LLC, of the subject property.

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

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

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____

Dated: _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **19th** day of **August 2020**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Fruci Family, LLC** (hereinafter "Owner(s)"), the owner of the property located at **218-220 North Bernard Street** commonly known as the **Dodson Building** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

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

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

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

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

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

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

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

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

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

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

Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

MAYOR

Megan M.K. Duvall

Nadine Woodward

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ (he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

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

Attachment A

Secretary of The Interior's Standards

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

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

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

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

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

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

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

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

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

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

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

Spokane Register of Historic Places Nomination

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

1. Name of Property

Historic Name: Dodson Building (also Keane Hotel, Griffin Hotel, Wallace Hotel)
And/Or Common Name: Fruci Building

2. Location

Street & Number: N218-220 Bernard Street
City, State, Zip Code: Spokane, WA, 99201
Parcel Number: 35184.0611

3. Classification

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

4. Owner of Property

Name: Fruci Family, LLC
Street & Number: 23 E. High Drive
City, State, Zip Code: Spokane, WA 99203
Telephone Number/E-mail: 509-879-5340/rogerfruci@gmail.com

5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

6. Representation in Existing Surveys

Title: N/A

Date: Enter survey date if applicable

Depository for Survey Records:

☐ Federal ☐ State ☐ County ☐ Local
Spokane Historic Preservation Office

7. Description

Architectural Classification

Condition

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

Check One

- ☐ unaltered
☒ altered

Check One

- ☒ original site
☐ moved & date _____

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

8. Spokane Register Criteria and Statement of Significance

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

- ☒ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.
- ☐ E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

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

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property: Less than one

Verbal Boundary Description: HAVERMALE ADD LT 12 BLK 8 & W1/2 OF VAC ALLEY E OF & ADJ

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

11. Form Prepared By

Name and Title: Jim Kolva, Owner
Organization: Jim Kolva Associates, LLC
Street, City, State, Zip Code: 115 South Adams Street, Suite 1, Spokane, WA 99201
Telephone Number: 509-458-5517
E-mail Address: jim@jimkolvaassociates.com
Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

14. For Official Use Only:

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

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

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

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

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Built in 1909, the Dodson Building is a four-story commercial building located midblock on Bernard Street between Main Street and Spokane Falls Boulevard in east downtown Spokane. Facing west with an alley on its south side, the unreinforced brick building rests on a basalt rubble and brick basement. Buff brick in running bond clads the front façade which terminates in a prominent pressed tin entablature. Six symmetrically-arranged window bays define the upper three floors of the front façade; two storefront bays are at ground level. The detailing of the front façade wraps the southwest corner and includes the westerly bay of windows. At ground level, and unique to Spokane, two cast iron posts and beam frame the storefront bay. A slightly projecting triangular terra cotta pediment identifies the former hotel entrance in the northwest corner. Terra cotta belt and sill courses, sills and keystones, and articulated brick moldings and voussoirs frame the window openings and detail the façade. The projecting pressed tin entablature includes a dentil band and square flat brackets. Terra cotta tiles clad the top of the parapet wall behind which is a flat built-up tar roof. The building is well-maintained, in good condition, and retains its original location, design, materials, workmanship, and character--a crisply articulated building that incorporates classical architectural elements to embellish the façade detailing.

CURRENT APPEARANCE AND CONDITION

Site

Located in east downtown on a flat and level site, the building faces west along the east side of Bernard Street, with the south façade along a public alley that runs east-west between Bernard Street and Browne Street. With an address of 218-220 North Bernard Street, the building occupies lot 12, block 8 and ½ of vacated alley east of and adjacent. The lot, with vacated alley, is 114 feet west to east, and 48 feet in width; the building is 48 feet wide by 107 feet in length. With a main floor area of 5,136 square feet, the building occupies the front portion of a 5,397-square-foot-lot. Adjacent to the north and under the same but separate ownership is a two-story brick building constructed in 2000 to which the subject building is connected via a second-floor doorway. An asphalt parking lot is between this building and Spokane Falls Boulevard.

Surrounding land uses include a variety of commercial buildings and parking lots. Behind the Dodson building to the east and across a vacated alley is a 1906 two-story brick building that fronts to the north on Spokane Falls Boulevard. The building is used as a restaurant and was extensively remodeled in 2004. Asphalt parking lots and a 20-story concrete apartment building are east of the restaurant. Across the alley to the south is the four-story concrete panel and glass Spokane School District 81 headquarters building (1980); and to its east, fronting along Main Avenue, a one-story concrete office building. Parking lots are east of these buildings. The parking lots until the 1970s held brick hotels and storefronts that formed the lively street scene of the first half of the Twentieth century.

Across Bernard Street to the west is the 16-story concrete Davenport Grand Hotel, built 2015, that occupies the entire block. North of Spokane Falls Boulevard, the Spokane Convention Center occupies the area between Spokane Falls Boulevard and the Spokane River from Washington Street, east to Division Street.

Exterior of the Dodson Building

The four-story Dodson Building is characteristic of the three- and four-story single room occupancy hotels that lined the streets of the east downtown through the early 1970s. Built in 1909, the brick building rises from a basalt rubble and brick basement that extends beyond the first-floor foot print west beneath the sidewalk. A band of Prism glass within the sidewalk extends across the frontage of the building. The building is well-balanced and symmetrical in its upper floor window arrangement and is crisply detailed with brick patterning, terra cotta elements, and pressed tin cornice. A subtle but notable detail is the in-stepped brick corners that extends from the ground floor terra cotta lintel course, through the first-floor sill course to the corbeled brick string course of the fourth floor window arches, through the pressed tin cornice, and terminates with the terra cotta coping course.

Likewise, the window openings are articulated by raised brick jamb and arch surrounds that step out about an inch from the façade plane, a subtle, but rich detail to the front façade and its extension around the southwest corner. The flat arches are composed of voussoired brick soldiers and tripartite keystones—pink terra cotta shields on a slightly projected brick field. The terra cotta keystone is raised slightly from the brick field, and drops below the arch line while projecting above the brick keystone. Finishing the detailing of the window openings are wide terra cotta lug sills that project from the façade plane and beyond the molded brick jambs.

The ground floor is composed of shopfront windows and pedimented hotel entry in the north corner. The storefront is divided into two bays, numbers 218 and 220, and an entry bay to the upper floors in the northwest corner (former entrance to hotel at 220-1/2 Bernard). The characteristic feature of the front façade, and unique to Spokane is the Union Ironworks steel frame—posts and beam—that distinguishes the front façade and wraps the southwest corner to include display window on the alley corner. Cast iron posts articulate the southwest corner and the division of the storefront into two equal segments and a steel I-beam spans the storefronts. Because of the hotel entry in the northwest corner, the northerly segment, No. 220, is not as wide as the southerly, No. 218. A steel beam at the window heads that extends from the southwest corner to the hotel entry supports the front façade. Likewise, a short beam segment heads the alley bay and supports the front façade corner return. Attached to the beam along the front are square plate brackets to which steel rods are anchored. The rods support a projecting steel I-beam canopy; four rods on the longer southerly segment and three rods on the northerly segment. The rod plates correspond to the mullions that divide the fixed glass transom windows—four on the south bay and three on the north bay. The square posts have a three-part base and terminate in a fluted capital shaft with triglyph and guttae and square molded capital. “Union Iron Works Spokane” is prominently displayed on the bases. Two of the posts, the corner, and the middle are cast iron. The north end of the steel beam runs behind the brick wall section of the hotel entrance. The east end of the short alley corner section terminates over a slightly projecting and black-painted brick pilaster at the juncture of the red brick of the south façade. A square base defines the width of the brick pilaster. A slightly wider capital—triglyph with four guttae—supports the end of the beam.

The steel beam window head supports a projecting terra cotta course composed of sixteen-inch terra cotta blocks with a half-round ribbed joint cap. Above this header

course and the narrow six-course brick field which wraps the inset corner, is a terra cotta sill course. Two business signs are in the field above the respective business entries.

The storefronts were altered and the steel canopy was added in 1980. In that remodel the transom window configuration was retained unaltered. The storefront windows and doors, and bulkhead walls were replaced with square extruded aluminum frames, aluminum-framed glass panel doors with fixed glass transom. The southerly bay consists of a centered aluminum-framed glass panel door with fixed glass transom and glass panel sidelights, flanked on each side by glass panel storefront windows. The window divisions correspond to the divisions of the original transom window above the canopy. The northerly bay consists of a centered glass panel door with transom and flanking store front windows.

The articulation of the window openings of the second, third and fourth floors is completed by slightly projecting the brick jambs—alternating double headers and single stretcher--and arch composition. Additionally, the base and head of the jambs are extended beyond the jamb edge by a header width. The base and head are differentiated by using five brick courses on the base and seven courses on the head. The flat arch is composed of voussoired brick stretchers, and a tripartite keystone of brick and terra cotta. A single course of two stretchers project slightly from the brick voussoirs and extend below the bottom and above the top of the arch. The terra cotta shield projects slightly from and above and below the flanking bricks.

The windows are bronzed aluminum frames set four inches into the opening without brick molds. The one-over-one sash varies between the second and third to fourth floors. The second-floor windows are divided horizontally by a narrow top rail of the lower section that is about half the size of the upper section. The third and fourth floor sash is divided horizontally in the middle and by a thicker top rail.

The third and fourth floor window openings differ slightly from the second-floor openings. First, each opening has a terra cotta sill that is jointed in three and four sections with a narrow square foot at the bottom near each end. The outside edge of the feet align with the outer foot of the brick jamb molding. The sills are four inches square and have an upper lip that is embedded in the brick wall. The four section sills are set below the two interior bays which are wider than the two paired outside bays. The other variance in detail is the addition of a shallow flat terra cotta table atop the keystone. The table, about two-inches thick, projects slightly beyond the front and sides of the terra cotta element of the keystone. Forming a line along the top of the terra cotta table is a double corbeled brick course that runs from corner to corner. The upper course aligns with the table, and the lower course joins the projected brick voussoir. The belt course and window pattern wraps the southwest corner and extends on the south façade to include the westerly bay before terminating.

Above the corbeled brick belt course is the flat brick field of the frieze and a pronounced pressed tin cornice (same color as the terra cotta) that terminates the wall. Nine courses are in the brick field between the belt course and molding delineating the bottom of the cornice: dentil band, block modillions with coffered soffit panels between; flat corona, and convex cymatium. FRUCI BUILDING in individual letters is centered within the frieze.

The top of the parapet wall is capped by terra cotta coping, with a half round rib at the joint.

The former hotel entry on the northwest corner is a triangular pediment with raking and horizontal cornices, dentils, and scroll brackets on the corners. A molded bracket, also terra cotta supports the scroll brackets. Terra cotta also forms the skewbacks and tripartite keystone of the segmental brick arch, and the blank frieze between the flat brick pilasters framing the entry. The pilasters rise from a compound concrete base that rises and insteps in three tiers. The original exterior door has been removed to form a niche in which a fountain has been placed. The original landing opening is filled-in with brick.

South Façade

The south façade faces south along a public alley. The façade is in two segments, the southwest corner which is a continuation of the buff brick cladding, pressed tin entablature, and detailing of the front that wraps around the corner to include one bay of windows (about 12 feet); and the plain flat red brick of the bulk of the façade. The first floor, from front to rear (west to east) contains the cast iron-and steel-framed storefront in the southwest corner, blank brick wall with bricked-in window opening, a bricked-in door/window opening, a solid slab pedestrian door, a brick pilaster supporting a 12-inch steel channel beam, brick wall section with louvered vent opening, and the rear section covered with T-111 plywood in which a contemporary six-panel metal panel door is set.

The second, third, and fourth floors are identical, with each floor containing ten window bays aligned over each other. The first column of bays from front (west) to rear (east) is beneath the return of the full front cornice. The window openings of this westerly bay are detailed identically to the front façade. The window openings of the second column are filled-in with brick. Aside from the eighth bay column which is filled in with brick, the remaining bays are open. The flat-arch window openings are framed with the brick jambs of the wall, voussoired brick soldiers, and three-segment terra cotta sills. Embedded in the brick wall flanking the upper and lower jambs of the window openings are metal hinge brackets that originally held fire shutters. As described on the front façade, the sash is metal, 1-over-1-light, and replaced the original wood sash in ca. 1981. A fire escape is in front of the eighth and ninth bays. Above the fourth-floor windows is a pressed tin cornice course-- flat corona, and convex cymatium- that extends from the front cornice, wraps the southeast corner, and extends along the east facade to its northeast corner. The terra cotta coping continues along the top of the parapet wall.

East Façade

The first floor of the east (rear) façade has a single window opening (filled with plywood) and a steel slab pedestrian door near the center. Each of the second, third and fourth floors contain five window bays aligned over one another. The window openings of the southern column have been bricked-in since the mid-1980s. The four remaining columns of openings each contain a single fire-rated glass panel in a fixed metal frame.

The pressed tin cornice course which wraps around the south wall to the full cornice on the front facade is about 18 inches from the top of the wall. The parapet wall is capped by terra cotta tiles with a ribbed overlap joint.

North Facade

The north facade is a blank brick wall built as a party/firewall for a future building adjacent to the north that was never built. The first and second floors are covered by an adjacent two-story building constructed in the year 2000. The terra cotta parapet cap and edge of the front facade are the only features on the wall.

Interior of the Dodson Building

The interior of the building has an interior floor area of 23,760 square feet including the basement. Each of the first through fourth floors contains 5,136 square feet. With the exception of the original hotel stairs in the northwest corner and the light well in the north middle section, the building's interior has been totally gutted and rebuilt. Interior alterations began on the first floor in the mid-to-late-1950s when the Fruci family purchased the building to house their accounting business. The hotel on the second, third and fourth floors operated until 1974. Assessors records and building permits indicate that work on these floors began in the mid-1980s and continued through the 2000s. The most recent work began in late 2019 and involved in the gutting of the offices on the second through fourth floors. The interior, other than an existing elevator, stairs in the southeast corner, and the historic stairs in the northwest corner, which will be restored, has been stripped to brick walls, original ceilings/and exposed floor joists, and wood subfloor. The first remodel of the interior of the former upper floor hotel rooms resulted in the walls, ceilings and floors being striped to brick walls and floor joists, then rebuilt to an office configuration with carpet and tile floors, sheet rock and exposed brick walls, and acoustical tile ceilings.

The original open stairs that served the single room occupancy hotel, remain in place; and, other than some missing base trim and spindles, are in good condition. The stairs run from the original SRO entrance that remains in the northwest corner, to the second, third, and fourth floors. Molded wooden rails, turned spindles, recessed box newel posts, base moldings, recessed panel hallway landing bench, and corners dressed with recessed wood panels, present a well-detailed approach to the residential floors.

The first floor contains two bays, both of which have been modified over the years beginning in the mid-to-late-1950s. The southerly bay, No. 218 Bernard, is a salon and consists of a retail area in the front and clinical rooms along a hallway in the rear. Floors are tile and carpet, walls are sheetrock, and ceilings are sheetrock and acoustical tile. The northern bay, No. 220 Bernard, is an entry lobby in which an elevator and doors to the basement stairs, historic stairs to the upper floors, and rear portion of the building are located. The rear contains offices and storage.

The basement contains offices, mechanical and electrical equipment, and storage. Floors are concrete with areas of carpet. Walls are exposed basalt rubble and brick, and sheetrock. Ceilings are sheetrock or acoustical tile. The basement extends westward beneath the sidewalk. A concrete block wall with two fixed glass windows and double steel slab doors along the front façade line separates the basement vault from the finished portion. The vault beneath the sidewalk is open with basalt rubble, brick, concrete, and concrete block walls, concrete floor, and concrete ceiling. Rusted steel I-beams support the ceiling/sidewalk. Within the ceiling is a band of prism glass that extends along the east edge of the sidewalk in front of the building.

Changes to the Exterior of the Building

The exterior of the building has changed little over that past years. Notwithstanding the replacement of the original sash, the building retains good integrity of material, design, and detailing. In addition to the replacement of the window sash on the second, third, and fourth floors, the storefront configuration has been altered. The original cast iron and steel I-beam frame and transom windows remain in place. In the 1980s, the storefront windows and entries were modified. A steel awning was added by attaching to the steel I-beam window head ca. 2000. Some window openings have been filled in with brick along the south side (alley), and on the south façade.

Changes to the Interior of the Building

The changes to the interior are discussed above.

SECTION 8: STATEMENT OF SIGNIFICANCE

Areas of Significance

Category A - Broad Patterns of Spokane History, Trade and Commerce; Ethnic History, Greek and Japanese
Category C - Architecture
Significant Date - 1909 - construction; 1914-1974 – Association with Greek & Japanese owners/proprietors/tenants
Architect - Firm of John K. Dow & Clarence Z. Hubbell
Owner/Builder - George R. Dodson

SUMMARY STATEMENT

The Dodson Building in downtown Spokane, Washington is historically significant under Category A for its direct connection to the growth and development of downtown Spokane. As a multi-purpose building, the structure originally housed a saloon/pool hall, and a coffee house/restaurant as well as a hotel on the upper floors. Located in the heart of the “international district,” the building also played a key role in the social and cultural lives of Spokane’s Greek immigrant community (between about 1914 through 1954), albeit perhaps the darker side, as it was the site of various illicit activities for over 30+ years. The building also was associated with Japanese businesses and management of the upper stories as an SRO up until Expo ’74 when the hotel was finally closed.

Although much of the physical setting of the “international district” of Spokane no longer remains, the nominated building’s visage and lore (under the names: Griffin Hotel and Hotel Wallace) retains the story of the evolution of the Greek and international community in the city. It is one of the only remaining buildings in downtown Spokane directly connected to the Greek community. The various establishments in the nominated building were managed, staffed, and later owned by Greeks who catered directly to their community.

The building is also directly connected to Japanese immigrants with the OK Trading store occupying a storefront as early as 1922 and the hotel was under Japanese management from 1945 until closing in 1974. The Japanese flocked to Spokane as it was outside of the “evacuation zone” during World War II. They were predominantly housed, but also owned and operated businesses in the east downtown district. “Along with other foreign-born residents, Japanese businesses and living areas were concentrated in what has been referred to as an “international district” bounded by Front (Trent) [now Spokane Falls Boulevard], Howard, Riverside, and Bernard streets.” (Krause, 2006 (Krause, 2006) The Japanese community bracketed, and spread into Trent Alley (Chinese Alley) that ran east-west between Bernard and Howard streets, and Trent and Main avenues.

The Dodson Building is also significant under Criterion C for its high-quality of design and materials, and as an example of a single-room-occupancy building on the east side of Spokane’s downtown. While many of the multi-story commercial buildings erected on the east side of Spokane’s central business district during the years flanking 1910 were substantial buildings, their architectural presence is best described as commercial vernacular. The Dodson building, on the other hand, like other buildings in the area, has a refined design that clearly relates it to the Neo-Renaissance expression of the time.

Dodson and the architectural firm of Dow & Hubble aimed high with a neo-Renaissance style four-story building that appeared like many of the hotels and higher quality commercial buildings in near

the city's commercial core and apartment buildings in the city. The high-quality materials of the exterior – smooth face brick and more than minor use of terra cotta elements – somewhat denies its lower end, single-room occupancy use. The sedate neo-Renaissance styled west façade presents regular 6-bay design with the two center bays wider than the side ones. Each window opening has a terra-cotta lugged sill, projecting side surrounds of brick that connect with the brick jack arches with central terra cotta keystone. Terra cotta also forms the pediment accentuating the entrance to the upper floors on the north end of the façade and a band course spans the façade above the storefront level. The inverted brick notch at the two western building corners represents a level of detail seldom seen on commercial buildings in the buildings east of downtown.

Nor surprisingly, the Dodson Building is more restrained than Dow's Masonic Temple design of 1905 and the Hutton Building of 1907, which both had different uses. Even so, its attention to detail and high-quality materials help convey the range of architectural design of single-room occupancy hotels in Spokane, the historic appearance of east downtown Spokane during much of the 20th century, and the range of the architectural firm of Dow & Hubble.

The period of significance begins in 1909, the year the nominated building was completed, and ends in 1974, the year the building stopped being used as a single-room occupancy hotel under the proprietorship of Japanese management.

Historical Context

The Spokane River and its falls had long been a gathering place for Native American tribes. It also attracted white settlers such as J.J. Downing and family, and S.R. Scranton who established a claim at Spokane Falls in 1871. James N. Glover and Jasper Matheney would follow and purchase the claims of 160 acres and a sawmill from Downing and Scranton. Early industry used the water power for milling and sawing lumber and to generate electrical power. At first the settlement grew slowly.

However with the arrival of the Northern Pacific Railroad in 1881 the town was on the cusp of a boom. That same year the city was incorporated, and with the connection of the eastern and western branches in 1883, transcontinental service through Spokane Falls was established. The city quickly grew as a regional shipping and distribution center through the 1880s. Between 1886 and 1889 the population increased exponentially from 3,500 to 20,000 people. Although suffering a set back by a massive fire on August 4, 1889, which destroyed approximately thirty-two blocks of the business district, the city quickly rebounded as new brick buildings rose from the ashes. The devastation wrought by the fire also resulted in a city ordinance to reduce fire hazard, leading to brick and terra cotta becoming the dominant building materials of the rebuilt downtown. The Dodson Building is one such structure, completed in 1909.

When Spokane rebuilt the downtown after the fire, the business district spread east to Division Street and followed Monroe Street across the river. Sanborn Fire Insurance maps from 1891, 1902, and 1910 show a marked increase in the building of commercial buildings in the east and north of downtown core. In many areas, frame dwellings gave way to brick commercial buildings and street frontages began to solidify. Among the property types and businesses that were prevalent were hotels, lodging houses, saloons, banks, drug stores, and restaurants.

According to Architectural Historian Eugenia Woo (2003), Spokane's population continued to explode, growing from 36,848 in 1900, to 104,402 by 1910. She writes:

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

The nominated building was part of this growth and 1909 was a big year for the city. The local newspaper, The Spokesman-Review noted on June 17, 1909 that building permits for the first five months of the years totaled over \$3.8 million. They listed 32 individual buildings as either under construction or to be started in 1909 with a total cost of \$8 million. Buildings included: the Old National Bank; the Davenport Hotel; the Acme Portland Cement Plant; a packing plant for E.H. Stanton & Co.; the Spokane Club; the Washington Water Power Company; the W.E. Parsons Building; the Dry Goods Realty Building; buildings in the North Monroe district, new flats and apartment houses; and new dwellings (estimated at 2000 new homes at an average of \$1100 each).

In its August 1, 1909 Sunday edition, *The Spokesman-Review* reported:

"BUILDING PERMITS GAIN 48.5 PER CENT"

First Seven Months Up to Within \$750,000 of Entire 1908 Total

YEARTO DATE, \$5,150,530

Number to Date Is 1969 Against 1807 for Same Period Last Year"

Building permits for the first seven months of 1909 are 48.6 per cent greater than for the first seven months of 1908 and are within \$750,000 of the total for last year.

Already a total of \$5,150,530 in permits has been taken out. While for all of last year the total was \$5,927,548.

For the first seven months of last year the total permits amounted to \$3,456,840. This year to date shows an increase of \$1,684,690, or 48.6 per cent.

The number of permits issued the first seven months this year is 1969, as against 1807 for the same period last year, a gain of 162 permits, or 9 percent. The fact that the increase in cost is much greater than the increase in number of permits shows that more expensive and larger buildings are being erected this year.

July shows a substantial gain over July of last year. The total for the month just past is 211 permits, amounting to \$683,110, while for July last year 182 permits were taken out at an estimated cost of \$433,560. This is a gain of \$149,440, or 15 per cent. Every month this year has made a substantial gain over the corresponding month last year.

Spokane was booming; workers were streaming into the city on the rails. To house the influx of newcomers, the downtown blocks surrounding the business core were being converted from wood frame dwellings to three-and four-story brick hotels with businesses on the street level and residences above. Many of these residential buildings were single room occupant hotels (or SROs). Most were built quickly and simply for the influx of workers coming into the city who would arrive when the work season ended from a variety of regional industries such as mining, lumber, and agriculture. These SROs were typically a single room in which the resident lived and slept. In some buildings, the rooms had a sink and closet, but in most all, the bathrooms with toilet and tub were down the hall. There were no cooking facilities, so the residents would frequent the restaurants, cafes, or saloons along the network of surrounding streets.

A majority of the SROs in Spokane were constructed between 1900 and 1910. The SRO Hotel is typically two to four stories in height with ground floor commercial/retail space and hotel rooms on the upper floors. The fifty or so rooms that lined the upper floors were often serviced by separate entrance on the main façade. A light well within the middle, or edge of the building provided light and ventilation for interior rooms.

These hotels and other housing options catered to the lower income, single working class, and often itinerant population of Spokane's society. In 1900, Polk Directories listed 21 boarding houses, 118 furnished rooms, 22 hotels and 46 lodging houses. However by 1910 when the population of Spokane soared to over 100,000 people, the number of accommodations jumped accordingly, with 97 Apartments; 39 Boarding Houses; 305 Furnished Rooms; 126 Hotels; and 68 Lodging Houses. A majority of these structures were located in the downtown core.

The Greek Community in Spokane

The influx of people coming to Spokane at the turn of the century varied greatly in ethnic background. While transitioning to the American way of life, each community often retained a sense of their culture through their social, religious and business life. Although there was not a specific "Greek Town" in Spokane, a dozen or more Greek restaurants, cafes, confectionaries, billiard parlors, and shoe shine shops, as well as Greek-operated hotels were clustered in the downtown area along Bernard Street, and Main and Riverside Avenues.

The area as a whole, often referred to as the "International District" of the city, was a distinct area just east of the downtown business core bracketed by three intercontinental railroad passenger stations. It was filled with single room occupancy hotels, bars, cafes, and restaurants. Jewish, Japanese and Chinese, southern and northern Europeans all worked, lived, and played in the district. Jewish tailors, clothing stores, second hand and pawn shops proliferated along Main Avenue. Japanese and Chinese restaurants, bars, laundries, grocery stores, and tailors lined the alley ways. The Swedes and Norwegians, who came in from the woods, wintered at the SROs along Main and Riverside avenues. By 1910 (and especially after 1916 and Prohibition) this international area of the downtown became well-known as the home to Greek bootleggers and jointers, and Japanese and Chinese gambling dens, and houses of ill-repute.

Evidence of a Greek community in Spokane dates back to at least 1889. Like immigrants from China and Japan, many of the early immigrants from Greece originally labored for the railroads before they were able to settle down and open their own businesses. By the turn-of-the-century, the Greek community began to establish roots in the city and became involved in civic affairs as they worked to integrate into American society. While not large in numbers (1910 census shows a concentration of 144 foreign born Greeks in Spokane) the community made a distinct impact on the growing city.



Figure 1 – 1910 Sanborn Map showing rough area of International District in red.

While still wanting to maintain their identity, United States citizenship was very important to the Greek community. Among the earliest efforts to become integrated into American society was the establishment of the Greek-American Educational Association in 1916. The *Spokane Daily Chronicle* announced on December 28, 1916: “**CAMPAIGN FOR CITIZENSHIP PLANNED BY SPOKANE GREEKS.**” The newly incorporated Greek-American Educational association and the colony of Greeks in Spokane were planning to start an educational campaign ... will urge all Greeks of this section to become United States citizens.”



Figure 2 – Hellenic Club of Spokane Seal, *The Spokesman-Review*, April 3, 1921

In 1920 that organization morphed into the Hellenic Club, organized by Thomas D. Lentgis, George Manos, Gust Pappas, Nick Karras, George Dalles, Gust Skufunis, A. Poulos, P. Thopoulos, Make Manos and Tom Kotouzes. *The Spokesman-Review* on February 28, 1921 reported on efforts of the club to “Foster Americanism and Good Citizenship.” “More than 200 members of the Greek community of Spokane met in the chamber of commerce assembly room last night to hear the club’s program outlined. Thomas Lentgis, president, told his audience that the Hellenic Club intends to foster Americanization and good citizenship, further education and promote good fellowship among the Greeks of Spokane. One of its most important undertakings will be to assist naturalization.” Lentgis spoke partly in Greek. Mayor C.A. Fleming, Judge W.A. Huneke, and E.W. Robertson also made short addresses. Through their efforts many Greeks were taught the principles of Americanism and became US citizens.

While the numbers of Greek born citizens in Spokane in 1920 dropped to 107 from 156 in 1910, it was estimated that more than 250 were employed in the surrounding communities. The community was generous and established their own church (the grand Greek Orthodox church at 1703 N Washington) in 1932 and an even grander addition in 1948. Nick Grivas, proprietor of the Athens Café and later owner of the Dodson Building, was a key member of the fundraising committee, and had worked to raise \$25,000 for the structure. By then the Hellenic community in the Spokane area numbered about 400 Greeks, 80 percent of whom were naturalized.

Proud of their American citizenship, the Greek community were also strong supporters of the war effort. During WWI, the *Spokesman-Review* reported on June 4, 1917 that **"SPOKANE GREEKS HELP RED CROSS."** "Seventy Greeks, representing practically the entire colony in Spokane, passed in line before a desk last night, each one laying down his contribution to the American Red Cross. The contributions totaled \$250 and it was announced that that sum was only the beginning of the work of the Greek Red Cross committee of Spokane." Tom Lentgis, meeting chairman, expressed appreciation: "Now the time has come when the Greeks who are making their homes under the protection of the American laws and earning their living here can show their appreciation."

By 1920, U.S. census records noted 107 foreign-born Greeks in Spokane, down from the 1910 U.S. census. They lived in various locations across the city, however by the 1930s many began to congregate in the east downtown area of the city. The Dodson Building (by then named the Hotel Griffin) was one of the main centers of Greek life in Spokane, housing a hotel and the Athen's Café (coffee house) operated by the Grivas family.

The Grivas family of three brothers (Nick, Louis, and Alex) had emigrated from Crete, and were involved in the hotel and restaurant business in Spokane from the teens through the 1950s. Alex Grivas, after operating restaurants, pool halls and bars in the nominated building, was eventually able to buy the property from the estate of the original owner, George R. Dodson in 1944. His family had been operating the Athens Cafe in the Hotel Griffin since 1918 and continued to do so until 1954.

Alex was also involved in the local Order of the AHEPAN (the American Hellenic Educational Progressive Association organization), a fraternal organization founded in Georgia in 1922 to fight for civil rights and against discrimination, bigotry, and hatred felt at the hands of the Ku Klux Klan.

The group held their annual banquet at the Davenport Hotel, which often included prominent speakers. The *Spokane Daily Chronicle* reported on July 29, 1935 that the speakers included Gov. Clarence D. Martin, Mayor A. W. Burch, and Judge Charles H. Leavy who "urged civic leadership." Alex was often involved in charity events by the group. *The Spokesman-Review* on February 27, 1937 announced that he had been elected to a special committee to help with an upcoming charity ball to support a sanatorium for American Greek citizens infected with tuberculosis. His brother Nick was equally involved in the Greek community and was elected to the Hellenic Society Board of Trustees in December of 1936.

One of the biggest events organized by the Greek community in Spokane was their annual festival held at the Trinity Greek Orthodox church. Nick Grivas often helped with food prep to feed the 1,000+ visitors.

Although Alex Grivas became a US citizen on June 11, 1938, he returned to Greece later in life and passed away there in the late 1950s. He had immigrated to the U.S. via France in 1910 and his birth



Figure 3 - Nick Grivas, chef of the Athens club, is shown here with one of the 18 lambs that will be cooked into "Camama" for the annual benefit. – *Spokane Chronicle*, Dec 5, 1935

name was Eleftherios Emanoel Grivakis. Nick remained in Spokane and died on July 15, 1940 at the age of 58. Louis also remained in Spokane and passed away in 1951.

Although most of Spokane's Greeks, like the Grivas brothers, had become American citizens, many remained closely tied to their homeland as reported in *The Spokesman-Review* on January 1, 1941:

"Plan Course of Further Relief for Fighting Greeks"

"Members of the Greek War Relief association and Spokane business men gathered at a luncheon at the Greek Orthodox church yesterday for a round table discussion concerning Spokane's contribution to the association. Pictured at the speakers' table...are: John Kakakes, Joel E. Ferris, chairman of the Greek War Relief committee; Judge James P. Dillard and Nick Karris. The young lady is Mary Grevas [sic], president of the Maids of Athens, whole organization did the serving for the association and the guests."

In March 1941, *The Spokesman-Review* covered the observation of Greek Freedom Day, a gathering of some 400 people to view the programs and hear the speeches. "Greek Americans from Spokane and the Inland Empire held a gala celebration yesterday at the Greek Orthodox church, observing the 120th anniversary of the declaration of Greek independence." Kellogg, Wallace, Soap Lake, Walla Walla, Coeur d'Alene and Lewiston were represented. A bit of history was given: The U.S. was the first country in the world to recognize the free state of Greece in 1830. Alex Grivas and Mike Manos were on the entertainment committee.

The story of the Greeks in Spokane parallels the experiences of Greek immigrants throughout the United States between 1910 and 1950. Their "coffee houses," pool halls, and restaurants were a focal point of the local Greek community and the center of social life.

According to author Charles Moskos, gambling and bootlegging were two activities at which the Greek men engaged in while away on free time in downtown Spokane. Moskos writes (2004, p30):

"Early Greek immigrants in America, regardless of employment or location, were almost exclusively male. Prior to WWI about 90 percent of all of them were males. Some of the immigrants married American women, but many others never married at all. Still others had wives but left them in Greece ... The Greek-American community in its early years was thus mainly a bachelor's community."

The bachelor existence of the large majority of the Greek immigrants gave rise to a uniquely Greek-American institution—the kafenion or coffeehouse. Almost from the time of the first arrivals, an enterprising Greek would rent a space in a cheap location, install a few tables and chairs, purchase a dozen decks of playing cards, and serve sweets and thickly brewed coffee in the manner of the old country.

Though sometimes frowned upon by established Greeks who saw the coffeehouse as a place for idlers and gamblers it was the kafenion where Greek men could find surcease from this strange land.

There was, however, one illegal activity which was recurrent among the Greek immigrants --- gambling. For many a coffeehouse owner, the margin of survival rested on the tips he garnered from the gamblers who frequented his premises. The Greek propensity to wager on games of chance was in part a carryover of habits from the old

country, where gambling was common and legal, and in part an outcome of the virtually all-male makeup of the early Greek settlements in America."

The nominated Dodson Building was the scene of some of the reoccurring exploits at the dens (the coffee houses—of gambling and drinking) and illuminates the darker side of Greek community in Spokane.

Chronology of the Dodson Building

The first recorded sale at the nominated lot was from real estate agent Andrew S. Crowder to George R. Dodson on September 16, 1889 just a month after the Great Fire. Dodson would soon become the most prominent jeweler in the city and also invested heavily in real estate holdings in the downtown. Sanborn maps show a wood frame dwelling on the lot which had survived the fire. In fact, several dwellings escaped the fire and occupied the remainder of the block as well as the lots on the west side of Bernard Street. To the northwest was a catholic school and church, and to the south were several commercial buildings. Across the alley to the south, the Spokane Livery was soon to be constructed (1890).

On August 1, 1898 George Dodson completed his acquisition of the entire Lot 12 by buying a half interest in the lot from Isaac M. Cornthwait. By then a small brick building, occupying only the southwest corner of the lot, had been added to the west side of the existing wood-frame dwelling. Another ten years passed before Dodson decided to develop the lot fully.

George R. Dodson was born in Decatur, Illinois on March 14, 1861, and apprenticed as a jeweler. He arrived in Spokane Falls on June 27, 1887 and formed a partnership with jeweler Daniel Wetzel. They opened a storefront in the Hyde Building. After losing their shop in the Great Fire of 1889, their partnership dissolved and Dodson moved to the Mohawk Building at 517 W. Riverside. Again, fire would destroy Dodson's jewelry business when the Mohawk Building burned in 1914. Dodson, who by then owned the building, engaged John K. Dow to design the new Mohawk Building. Dow had previously designed a building (the nominated structure) for Dodson. After a temporary move, Dodson's Jewelry would reside in the new building for another seventy-five years. Dodson suffered a stroke in 1925, endured poor health, and passed away from a heart attack in 1927. Family members continued the family jewelry store which remained in business in downtown Spokane until 2019.

Dodson had actually dabbled in real estate investments since his arrival to the city, buying and selling lots. The nominated building was most likely his first construction project however. *The Spokesman-Review* on September 9, 1908 announced:

"GEORGE R. DODSON PLANS BUILDING"

George R. Dodson of George R. Dodson & Co., jewelers, is having plans drawn for a three-story building to be erected on the east side of Bernard street between Main and Front avenues. The building will cost about \$35,000. It will be just across the alley north from the cold storage plant of E.H. Stanton & Co.

Mr. Dodson owns lot 12, block 8, Havermale's addition, at this location. It is 50x107 feet and the building will fully occupy it. There is an alley on the south and also the east, making light on three sides.

The building will be of pressed brick and will have a full basement. There will be four storerooms on the first floor and the second and third floors will be subdivided into 40 rooms for lodging house purposes. Part of the rooms will have baths and all will have hot

and cold water. The building will be heated by steam. Work will start on construction as soon as the plans are completed, which will be within the next few days.

Apparently, the new building was solely an investment since neither Dodson's business nor his residence would be associated with the building.

While initial construction got off to a quick start, progress on the building was delayed by a strike by the steamfitters union. On February 16, 1909, *The Spokane Chronicle* reported that. "No action has as yet been taken to effect a settlement with the steamfitters who refused to continue their work last Tuesday on the Dodson building because nonunion plumbers were being employed on the same job... Steamfitters have been called off the job by their local union, there being no grievances against the Griffith company. The contracts for the plumbing were let by George R. Dodson, the owner, and John K. Dow, the architect of the building."

Upon completion of the 4-story building in 1909, it served as a mixed use property. Three businesses occupied the ground floor and upstairs served as a hotel. The rear of the building functioned as a cold storage unit operated by E.H. Stanton, whom had a butcher and packing shop across the alley to the south.



Figure 4 - *The Spokane Press*, Oct 28, 1909

Dodson leased a majority of the building to Frank P. Keane who had been operating a saloon at 130 Howard Street. Keane opened the Keane Hotel & Bar and by October 1909 was advertising in local newspapers: "I invite all my old friends to call on me in these new quarters. Frank Keane, Prop." By May 1910, Keane had secured a liquor permit from the city council – one of 25 licenses approved by the Spokane city council that session.

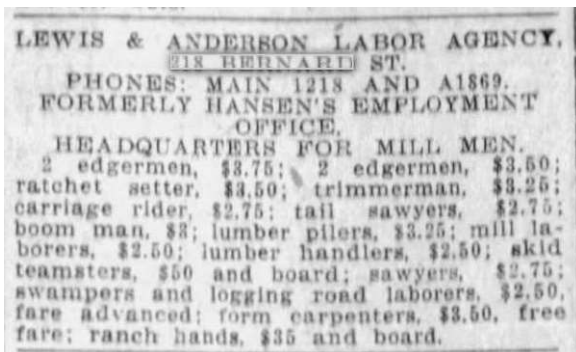


Figure 5 - *The Spokesman Review*, May 4, 1913

The other storefront was initially proposed to house a cigar and confectionary shop as noted in a March 1910 advertisement in *The Spokesman-Review* seeking "Girls Wanted for Cigar Store and Confectionery" however the store opened to the north in an adjacent building and that space was rented by Hansen's Employment Office (later called Lewis & Anderson Labor Agency).

The hotel on the second, third and fourth floors was run by Frank P. Keane and his wife, Elizabeth "Mary".

According to census records in 1910 the hotel was home to nine lodgers aged from 20 to 31, 7 males and 2 females, all single. The residents were from across the USA, Finland, Greece, Italy, and Russia and engaged in a variety of jobs: merchant, contortionist, machinist, carpenter, restaurant cooks, saloon bartender, and a chamber maid.

Upon opening, business went well for Keane, however quickly the property and its various tenants were connected to several infamous events which continued over the next 30 years. Among the first was in 1911 when the *Spokane Daily Chronicle* reported on November 20 that at the Keane Hotel:

ITALIAN CONSULAR AGENT IS MISSING

R.R. Cassigoll, Italian consular agent, is the latest to be listed in the port of missing men, according to allegations made today by his creditors, who secured the appointment of F. E. Langford as permanent receiver for Cassigoll's wine business.

It is alleged that Cassigoll has vanished, and his wife, Constance, has made a written affidavit that he is not with the state of Washington.

Besides his diplomatic activities the consul conducted a place at 218 Bernard Street, at which there is yet a large stock of liquors. His debts are placed at something over \$1,200 in the receivership proceedings, while assets are said to be valued at considerably less.

On April 29, 1912, Mary Keane ran afoul of the law when she was arrested by two Spokane police officers who confiscated a quantity of beer and whiskey. She was fined \$25 plus costs in a court after pleading guilty to the charge of selling liquor on Sunday in the hotel. The next day, it was reported that the saloon license of Frank Keane may be revoked as recommended by Commissioner of Public Safety Z.E. Hayden. Hayden made the following charges against Keane: "Selling beer and whisky on Sunday in the hotel over his saloon; refusing to stop bottling beer in the basement of the saloon, which has no bottling license; refusal to keep locked, on order of the commissioner, a door connecting the saloon with a stairway leading to the hotel above." In a court hearing charges of perjury, false evidence and a frame-up, as well as denials of guilt were tendered by Keane. He "strenuously denied practically every statement of the two witnesses when he took the stand and sought to show the evidence was entirely false and a frame-up resulting from a desire of Gains and Sarach to "get even" with him following a row in which a woman figured, and as a result of which the woman and the two witnesses, he said, were ejected from the hotel." Results of the hearing are unknown.

Keane Hotel becomes the Griffin Hotel — Connection to Greek community established

In 1915, the hotel came under new management and was renamed the Griffin Hotel. Manager George Marinakos also operating a restaurant at the N 220 Bernard storefront. Marinakos, a native of Greece, was the first Greek associated with the nominated building.

As a new business owner, Marinakos quickly ran into some challenges when it was announced that as of the first day of January 1916, liquor sales in the local restaurants and saloons would cease under statewide Initiative Number Three. The *Spokane Daily Chronicle* reported that in preparation for this event, and "anticipating a demand for low priced lunch establishments in the Main and Trent Avenue districts ..., members of the realty firm of George N. Barnes & Co. have completed plans for opening a 5-cent soup house at N 220 Bernard street." In conjunction with the city police, the Salvation Army, with its barracks and hotel just around the corner on Main Avenue, planned to give away 1,000 soup checks in hopes that this would replace the 5-cent lunches now served in saloons. Reportedly besides getting a "big bowl of thick soup" patrons would get paper napkins and all the crackers and bread they wanted. Five or six soups would be prepared by "an expert soup maker ... just secured to the east."

Indeed, the idea was even touted in the next day's issue of the *Spokane Daily Chronicle* editorial.

"BEST OF SOCIAL BENEFACIONS THAT WHICH PAYS ITS OWN WAY."

"The announcement of the opening of a 5-cent "soup kitchen" in Spokane after the first of the year is worth favorable comment. Some may argue that the need of such an institution would indicate an expectation of less prosperous conditions because of

prohibition. That does not follow. What is true is that the saloon has furnished a sort of refuge for a class of men near the brink of down-and-out condition and has enabled some to exist for a time at a very small sum. The fact that a large proportion of these men have been reduced to that condition by the saloon will not help the argument. A soup kitchen may prove a boon for that class of saloon patrons."

Eager to get their last legal drink, crowds flocked to the international district of the downtown. *The Spokesman Review's* banner headline for the first day of 1916 announced the end of an era:

CROWDS STORM SALOONS FOR LAST DRINK, SUPPLY FAILS AS DRY ERA

DAWNS. They reported that "When the whistles began to blow at midnight probably not more than a dozen saloons south of Main avenue were still in operation, ..." Of the 16 saloons still open in the latter part of the evening, six were planning to keep open their quarters after January 1 as tobacco and soft drink emporiums. While legally the restaurant at the Dodson Building seized to be called a bar, it was long suspected as a place where you could illegally acquire alcohol.

Instead of being known as saloons or taverns, the various business located at 218 and 220 N Bernard Street were called a variety of things including restaurants and Greek coffee houses. Beginning 1916, the N 218 Bernard storefront, was classified in the Polk Directories under the heading of "Soft Drinks," called Grara & Pappas (1917) with Adam Mendis as proprietor.

The storefront at N 220 Bernard Street was listed in the *Spokesman-Review* classified ads on January 1st, 1916 as the Chicago Soup House. Advertisements noted that "1000 MEN WANTED TO EAT SOUP AT the Chicago Soup House, N220 Bernard St. Open today at 10 a.m., clean, wholesome and nourishing. 5 cents for a large bowl." Oddly enough the "5-Cent Soup Kitchen" was never referenced in the Polk directories.

Despite the outlawing of the sale of alcohol, criminal activity continued in the International District of the city.

A little disharmony within the Greek community was reported by the *Spokane Daily Chronicle* on May 3, 1917:

"WHEN GREEK MEETS GREEK IN SPOKANE GRIEF RUNS WILD"

A late evening dispute that started in the Bernard area was settled in police court when W.H. Christie was found not guilty of assaulting Andrew Poledors, a countryman. A verbal dispute turned to "a fistic encounter there which was continued further down Bernard street and knives and chairs and other weapons were introduced." "Christie said he was besieged by 159 Greeks in a coffee house until nearly midnight and finally had to be rescued by two policemen."

In February 1919, *The Spokesman-Review* reported:

NAB 25 GREEKS IN BERNARD RAID

Twenty-five Greeks were held at bay and arrested yesterday afternoon by Detectives Edwards and Alderson. The officers were on Bernard street when their attention was directed to the arrival of a large number of men and their disappearance in the rear of a Greek coffee house with an unpronounceable name at N220 Bernard street.

On the appearance of the officers a "lookout" in front of the store gave a cry of alarm in Greek, which caused the officers to rush to the room in the rear. There they allege they found a large table on which there was a dice box with two crap dice and a dollar in change. The men were arrested on charges of gambling and a call sent for the patrol wagon. While awaiting the arrival of the wagon Jim Kandis, a waiter in the place, is alleged by Officer Edwards to have tried to arouse the men to rebel and "chase the bulls." For this he was placed under arrest on a charge of disorderly conduct.

H. Martin, one of the alleged gamblers, is said by officers to have made an effort to escape as he was being led to the patrol wagon, but he was seized before he had gone 10 feet. Two trips by the patrol wagon were required to haul the men to police headquarters.

In March, *The Spokesman-Review* continued to report more troubles at the Griffin Hotel:

"ROBBED AND BEATEN HE SAYS"

"Alleging that he was fleeced out of \$100 in a gambling game at N218 Bernard street, and that he afterward was beaten up when he protested, Ellis Crethos, a Greek laborer, appealed to the police yesterday evening for assistance. Mike Manos, a waiter, and Jim Pandes, laborer, both Greeks, were arrested by Detectives Mitchell and Mason on a charge of disorderly conduct. Crethos was sent to the emergency hospital to have his injuries dressed after which he was detained on a charge of disorderly conduct to insure his appearance as a witness."

A couple of days later, the *Review* would report

"GREEK VS GREEK IN COURT."

It was Greek against Greek yesterday afternoon in police court, when Justice Will undertook to get at the bottom of the trouble that led to the arrest of Mike Manos and Jim Pandes, Greeks, charged with assaulting Ellis Crethos, a countryman.

Crethos first said that he lost \$100 gambling, then made it \$60. After being further questioned, said that he had played in the game at N218 Bernard street, where the trouble occurred, for five or six years and lost his money at the rate of "two-bits and six-bits at a time." He charged that Jim Pandes is the "bouncer" for the place and threw him out after he protested his losses. The court held that the witness was badly confused in his testimony and ordered the defendants discharged.

Justice moved quickly according to the *Spokane Daily Chronicle* of October 21, 1919: "Eight Greeks, arrested at N218 Bernard Saturday, on charges of being where gambling is conducted were found not guilty in police court Monday."

One of the accused men, Michael Manos, took over operations of the N 218 restaurant in 1920. By then several other Greek coffee houses had been established on Bernard Street including the Acropolis Restaurant at 209; the Marathon at 215; and the Salonika Café at 221. In the block to the south, at N 118 Bernard, was the Dozes and Theros café. Additional Greek restaurants and soft drink parlors were also located in the block to the west along West Main Street.

While the Griffin Hotel was still advertised regularly in the local papers, touted for its “near depots” location—between three major rail stations [Northern Pacific, Union Station, and Great Northern], it continued to be the location of numerous gambling raids and arrests.

The year 1920 opened with the *Spokane Daily* reporting on January 26th:

WEIR LEADS RAID ON COFFEE HOUSE

Headed by Chief of Police Weir, police officers raided a Greek coffee house, N218 Bernard street, and arrested 10 Greeks on gambling charges.

Chief Weir rushed past the sentry and as the latter called out a warning, broke into the room, followed by the other officers. Cards and money flew in every direction, it is said.

James Douglas, proprietor, is charged with conducting a gambling game. These are charged with being in a place where gambling is conducted. Alex Graves [sic], Stell Jordan, Nick Koeas, Chris Makos, Tony George, George Pappas, Jim Leoses, Gust Pappas, and Harry Kalias. Douglas was released under bond of \$250, and Groves, \$100, and the others under bonds of \$25 each.

Two months later on March 24th, *The Spokesman-Review* reported: **“MAN CAUGHT IN RAID HAD \$1000”** “Police Arrest Twelve in Greek Coffee House on Bernard. The police raided a Greek coffee house at N218 Bernard last night at 11 o'clock and arrested 12 Greeks and two Americans. With the exception of two Greeks who were charged with conducting a gambling game, all were booked as being in a place where gambling was conducted, and furnished bail of \$25 each for their appearance in police court this afternoon. The alleged gamekeepers were released on \$100 bond.”

On March 26, 1920, the *Spokane Daily Chronicle* reported: **“GREEKS CAUGHT IN RAID FINED”** “Thirteen of the 14 Greeks arrested last Tuesday when police raided a coffee house at N218 Bernard were fined \$10 and costs each in police court Friday when found guilty of being in a place where gambling is conducted. George Spels was found not guilty of a similar charge.”

The drama of the raids continued into April when the *Spokesman-Review* on April 3, 1920: **“POOL ROOM MEN ARRESTED.”** “Mike Manos and James Danlos, proprietors of a Greek pool room were arrested on a warrant yesterday charging them with permitting gambling in their place of business at N218 Bernard street. The men were ordered to appear at the station some time ago to answer this charge over the police. Failing to keep their promise to appear, a warrant for their arrest was issued yesterday and they are held in default of \$100 bonds.”

Despite the tightened policing in the area, the *Spokane Daily Chronicle* reported just a week before Christmas in 1920, fifteen men were arrested at two different places and forfeited gambling bonds of \$25 each in police court. The Greek coffee house at N 220 Bernard was the site of one of the gambling operations where ten men were arrested, eight of whom were Greek.

By this time the ethnic makeup of the lodgers at the hotel began to change. U.S. Census of 1920 indicates that 40 lodgers were living at N 220-1/2 Bernard. Only four were females; two of those were married and living with their husbands. Ages ranged from 26 to 63. The rest of the lodgers consisted of seven Swedes, four Norwegians, one Greek, two Bulgarians, one Finn, three Danes, two Irishmen, two Englishmen, one Canadian, and one Armenian, and the rest from throughout the USA. Sixteen of those who immigrated arrived predominantly between 1907 and 1914. Those lodged therein were employed in the following work: teamster, laborer woods/sawmill (14), laborer

farmer, hotel and restaurant (4), housewife, railroad (3), tiemaker, grocery packer, railroad carpenter, merchant, miner, saleslady, barber, molder at foundry, and billiard hall owner.

One of the storefront also changed hands during this time. In an advertisement in the February 17, 1922 edition of the *Spokane Daily Chronicle*, the O.K. Trading Company announced a reopening sale at its new location, at N 218 Bernard. Kosaku Okada, was the proprietor.

Regardless of the changes in rental rooms at the hotel, illegal activity continued in the Greek area of the city and all around the Dodson Building. Other Greek businesses in the area included a restaurant at N 224 Bernard run by Nick Kostules; a restaurant at N 220 Bernard operated by Jason Doulas; and the Victory Hotel and Athens Café at 319 W Sprague Ave run by Nick Grivas.

In December 1921, the *Spokesman-Review* reported the on-going interaction of Spokane police and the local Greek community:

TWO ARREST 35 INSTEAD OF 34

Count Error and Honesty of Men Explains Success of Raid on Greek Coffee House ONE SHOT STOPS CROWD

Bullet Through "Soup Screen" Prevents Escape of Audience—Three are Held

A police record was set Saturday night when Detectives Chet Edwards and Tom Mitchell raided a Greek coffee house at W328-1/2 Main Avenue. Arrested 34 men and arrived at the police station with 35 prisoners. But that was through the influence of T.J. Lentgis, owner of the Buckley cafe. And the honor of the arrested met that the record was achieved.

According to the officers, when they arrived at the coffee house, where they suspected there was gambling, a man at the door cried out something in Greek and there was a rush for the rear door, led by an old fellow with a large nose and a prominent mustache.

Bullet Clips Man's "Soup Screen".

"There was just two of us and on the way to prevent the escape," said Chet Edwards. "So I called out for them to stop and then fired, aiming at the fellow's nose. My aim wasn't good, I guess, for all I did was clip a lock of that mustache. They were lined up behind him like so many tenpins, and when the bullet whizzed through that fellow's soup screen he bent backward and knocked down the man behind him and rest followed until the bunch was a kicking mass on the floor."

Just as the two officers were debating how they were to transport the men to the station and had decided to call the patrol and an emergency force of police, Mr. Lentgis happened in.

"You don't need a patrol for these boys," he said. "Count them, Chet and I'll see that everyone reaches the station."

Imposing Dan Phelan Heads Parade.

Emergency Officer Dan Phelan had appeared on the scene from the police station, and with his imposing bulk to head the parade and the procession started for the station. They filled the office space and when Turkish cigarettes made their appearance, Sergeant Pierson was forced to take stern measures. Under the threat of a booking for every man that smoked, the lights went out.

With the arrival of the two detectives following their young army, the second count was taken, and it was found that Lentgis had delivered one more man than the contract called for.

"This is about the best I ever saw in many a year of police work," declared Tom Mitchell, congratulating Lentgis. "You can be proud of those boys."

On September 1, 1922, the *Spokane Daily Chronicle* carried on its banner: "**ARREST THIRTY-ONE IN BOOZE ROUND UP**" "**BIGGEST RAIDS EVER PULLED OFF IN SPOKANE AND EAST WASHINGTON.**" The raids included 31 arrests of men and women in 24 different places—many of the arrests were repeat offenders whose names were listed in the lengthy article. Most of these places were in the east downtown and surrounded the Griffin Hotel, which was not one of the establishments raided. Addresses on First, Riverside, Sprague, Main, Trent, with several on Bernard Street, but the N 218 and N 220 addresses of the Griffin Hotel were not listed.

The *Spokane Daily Chronicle* on December 15, 1923 reported that:

BLOODSHED MARKS CRAP GAME RAID

Greeks Fail in Dash for Liberty When Detective Fires His Gun

Shooting, bloodshed and excitement in general featured a raid on a crap game in the Arcade confectionery store, 421 Main, last night. Detective Edwards was responsible for the fusillade while several gentlemen hailing from Greece shed the blood in the eagerness to quit the game. Detectives Hudson and Keenan collaborated with Edwards in supplying the excitement.

Edwards started things by breaking the window in the rear of the shop and firing his gun.

[... as it turns out, in "A mad scramble for the front door, which was glass, John Stanos, 30, Victory hotel, was cut by broken glass from the front door—the detective had fired blanks so the wound to the wrist was not from a bullet.]

Twenty-three were booked on charges of gambling and were slated to appear in police court this morning or forfeit their \$15 bonds.

Most likely the lack of arrests at the nominated site were due uniformed police officers being posted outside of the Griffin Hotel for an indefinite time.

However once the police let their guard down, illegal activity eventually returned to the Dodson Building. The *Spokane Daily Chronicle* reported on August 5, 1924 that "Burglars broke into the O.K. Trading Company's store at N 218 Bernard Street last night and stole \$11.90 from the cash register. Greek businessman Michael Manos operated a billiard parlor/soft drink establishment next store at 220 N. Bernard."

Soon trouble surfaced again at the Griffin Hotel. The *Spokesman-Review* reported on March 1925:

"Nab Greeks on Booze Charge"

"Jim Rafas, 32, and Tom Panagos, 28, Greeks, were arrested last night at the Griffin Hotel, N220-1/2 Bernard, and jailed on charges of liquor in possession with intent to sell after Rafas was seen coming out of a storeroom in which four pints of moonshine were found. Three gallons, several booze jugs and suitcases were seized in another room. Rafas also was charged with vagrancy. Bonds were set at \$500 each."

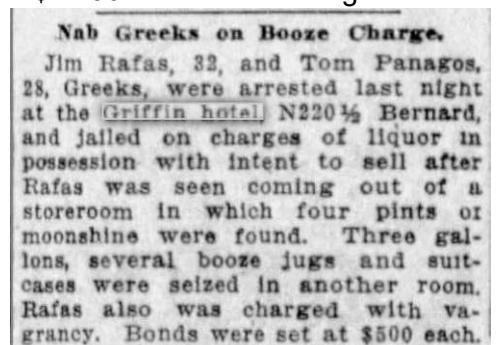


Figure 6 - The Spokesman Review,
March 18, 1925

Proprietor K. Okado of the O.K. Trading Company also got in trouble during the Prohibition era. The *Spokane Daily Chronicle* reported on March 22, 1926, that Okado (of N 218 Bernard), had "pleaded guilty to possession of liquor and was fined in United States Judge J. Stanley Webster's court this afternoon. Okado admitted possession of 17-1/2 gallons of moonshine on March 11 in the O.K. Trading Company. He said that he had taken the liquor in on a \$150 grocery bill, but was still fined \$300."

Entertainment of a different sort stirred the Greek coffee shops when "CRAB-HOLD" John Kilonis, a Greek wrestler from Boston, visited Spokane. Reportedly he stopped by the billiard hall in 1926. According to the *Spokane Daily Chronicle* of April 29, 1926, "Great was the rejoicing today at the coffee shop, N220 Bernard street, for John Kilonis, big breezy John from Boston, was expected to call around tonight to see his Greek friends." "...The ancient Greeks took up wrestling many centuries ago, and their descendants are still red hot on the subject. So, when a Greek exponent of the grappling art such as John Kilonis or Nick Bozinis come to town a considerable stir is created down around Main avenue, where the people of Hellas are wont to assemble. ---John is a wrestler with "his usual assortment of tricks."

In November 1926, the *Chronicle* reported yet another gambling raid at N 220 Bernard:

"NABNNEINRAID"

In a raid on the Kappenian pool hall, N220 Bernard, this afternoon, Detectives Hunt and Self seized gambling devices and arrested nine men. ... John Pappas, said to be the proprietor, was charged with conducting a gambling game and was released on \$50 bond. (6 of 9 were Greeks)

On May 5th, 1929 the *Spokane Daily Chronicle* continued to report on the on-going troubles of the Greek businesses and the Griffin Hotel:

"PAIR SENTENCED ON DRY CHARGES"

George Psarus, alleged bottle man for the Arcade grocery, at 328 Main, was found guilty liquor in possession and fined \$1000 and costs with suspended jail sentence of 15 day. Mike Panagos, proprietor of the Griffin hotel, N220-1/2 Bernard, was found guilty of possessing liquor and was fined \$1000 and costs. One pint was found concealed among pack sacks near the office and a dozen pints in another room.

Again in August, the Griffin Hotel was one of three Greek operated hotels in liquor trouble:

"DRY SQUAD RAIDS 3 HOTELS HERE"

"Six Men Arrested – Bondsmen Rush to Rescue." "Six men were arrested by federal prohibition agents, United States deputy marshals and police detectives Wednesday in the Central hotel, W317-1/2 Main; the Griffin hotel, N220-1/2 Bernard, and the Rainbow hotel, N210-1/2 Howard, and were locked up in the country jail on charges of possession and sale of liquor and maintaining a nuisance. ... These arrested at the Griffin hotel were Mike Panagos, proprietor, and Chris Ganonsis; in the Central hotel, George Nikols; Tom Karose and Time Prasulus; and in the Rainbow hotel, John Fagan. ... Ten pints and four half pints of liquor were found in a suitcase at the Griffin hotel ..."

Finally in November 1929, the city council had had its fill with the Griffin and the *Spokane Daily Chronicle* on the 16th announced that the city would: "REVOKE LICENSE, GRIFFIN HOTEL." "A hotel license held by Mike Panagos for the Griffin Hotel, N220-1/2 Bernard, was revoked by the city council today on the grounds that he had been convicted of liquor violations in the hotel. The record showed he had been arrested May 1 for having liquor in possession and on May 7 was fined \$1000 and costs."

However by November 27, the *Spokane Daily Chronicle* reported that the city council in its seemingly futile efforts to close down the establishments regularly violating the liquor laws ran into legal trouble themselves and were forced to grant another license.

"FIND NEWBARTO DRINK DIVES"

Legal delay, the well-known tool of criminals "stalling for time," may be brought into play by the city council as a means of checking the reopening of hotels and bars where licenses have been revoked for liquor law violations, if a suggestion by Corporation Counsel Geraghty is given effect.

While the city council is powerless to refuse licenses to purchasers of hotels and soft drink bars where liquor violations have been caused former licenses to be revoked, the commissioners may so delay the granting of new licenses as seriously to embarrass the offenders.

Griffin Gets License

This was the suggestion of Mr. Geraghty when Mayor Funk objected to granting a license for the Griffin Hotel, N220-1/2 Bernard, where numerous liquor violations have occurred. After some discussion, the license was granted to Tom Bacos who submitted a sales contract from Mike Panagos, previously proprietor.

"Revoking these licenses doesn't mean much," said Mayor Funk. "Some tool or relative obtains a new one and if there is nothing against his or her record, we have no choice but to grant one. The Griffin hotel really should be padlocked..."

The same day a new license was granted the *Spokane Chronicle* reported that a resident of the Griffin Hotel had pleaded guilty to having one gallon, twelve pints and five half pints of moonshine in Room 34, and was fined \$250 and given 15 days in jail.

1930 Census Illustrates International Flavor of the East Downtown

By the 1930s it was clear that the Dodson Building and the surrounding neighborhood was one of the roughest places in the city. It still had a rich international flavor. U.S. Census records indicate that the block immediately surrounding the Dodson was filled with single room occupancy hotels which housed predominantly single male "lodgers." For the most part these single men were short term residents and were laborers, many listed as "general" laborers, but also in lumbering or as lumberjacks, mines, and the railroads. Greeks, Swedes, Serbs, and Canadians made up a bulk of the east downtown SRO residents. Foreign born Greeks in Spokane city totaled 144 persons, 93% of which were males. At the Griffin Hotel, N 220-1/2 Bernard of the 29 persons enumerated 12 were Greek immigrants, with 1 from Ukraine, 1 from Armenia, and 1 from Serbia. In the same block the lodgings at W 203-1/2 Trent counted 9 of 14 from "Jugo Slavia;" and at W 215 Trent, 20 Greeks (all single, all laborers) and 9 Polish of the 43 lodgers. Finally, at W 235-1/2 Main 17 of 18 lodgers were from Croatia, single men who worked as laborers in lumber and timber, railroad, and mines (arrived from 1903-1913). The other major component of the east downtown was the Asian population. Spokane's Chinatown was nearby centered on the Trent Alley, just across Bernard Street in the mid-block to the west and was another hotspot for unlawful activities.

The *Spokane Daily Chronicle* on May 29, 1930 reported a **"CHINESE GAMBLING DEN"** across Bernard Street. "Swooping down on a Chinese gambling den at N207 Bernard, a squad of police detectives this afternoon arrested 34 whites and Chinese and seized a large amount of gambling paraphernalia." "... The building was cleverly outfitted with trick doors, concealed exits and peepholes. ..."

The Bernard street neighborhood in the 1930s continued to be the focus of trouble for the city. The *Spokane Daily Chronicle*, on July 3, 1930. **"BILLIARD CUES BASH IN HEADS."** "Lumberjack Languishes in Hospital After Fiery Fray in Poolroom." Suffering from a fractured skull, Lumberjack Albert Hanson, 50, was spending time in the hospital as a result of a morning brawl in a poolroom at N210 Bernard. A poolroom quarrel "reached a climax when both seized billiard cues and waged a pitched battle." With two deep cuts on his head, Hansen left the poolroom and went to the lobby of the Griffin Hotel, N 220-1/2 Bernard. Men in the hotel called the emergency hospital. Hanson was first booked for drunkenness, but when attendants discovered the skull fracture he was sent to the hospital.

The year 1931 (January 4th) opened with raids by the police, sheriff's office and federal prohibition agents, who armed with warrants, descended on the Griffin Hotel, N 220 Bernard. Three men who had been arrested on several other occasions were placed in the county jail. Five days later on January 7, 1931, the *Spokane Daily Chronicle* reported on the funeral services for Kosaku Okada, a resident of N 218 Bernard, and proprietor of the O.K. Trading Company which was a onetime business tenant of the Griffin Hotel building. Okada, age 36, was shot and killed December 26 at his store W 331 Main. His widow, Sena and Kay Hirata, a bystander, victims in the same shooting, were recovering. Jimmy Takehara, also Japanese, was held in the city jail awaiting trial on a first-degree murder charge.

On April 25, 1931, the neighborhood was the site of a major sweep by liquor agents, but somehow the Griffin Hotel escaped the search. The *Spokane Daily Chronicle* reported "Federal agents, aided by police and deputy sheriffs, swooped down last night on 10 alleged liquor resorts in the Main and Trent avenue district, making nearly a score of arrests." A couple of Greeks were arrested in the group. Hotels include: Premo Apartments, Lorraine Hotel (380 First); New Washington (403 First); Leland Hotel (W221 Riverside); Northwestern Hotel (333-1/2 Trent); Idaho Hotel (234 Main); Swanson Hotel (Main, same block as Wallace); Garden Hotel; and the Ritz Hotel. Apparently, the owners of these hotels had been sent registered letters about the nuisances in their property. "Agent Miller testified that he had bought both drinks and pints from both F.S. Munson and Edna Stone, a rather buxom lady in the Ritz Hotel W 5-1/2 Main. She posted \$1000 bond, but Munson went to jail, the only one to do so."

It didn't take long for agents to catch up with malicious activity at the Griffin Hotel. As reported by the *Spokane Daily Chronicle* on November 26, 1931: "Charged with bootlegging, Charles Pierce, 21, and Knez Zivko, 38, were arrested early this morning at the Griffin Hotel, N220-1/2 Bernard, by Patrolmen Reily, Rummer and Frese. The officers averred they caught the men in the act of delivering suitcases of liquor at the hotel. Seven suitcases were seized in a Chrysler sedan used by the men."

In late 1931, the Griffin Hotel was renamed the Wallace Hotel. Despite the name change, problems at the site continued to fester with a federal raid of the hotel in October of 1931. Then on March 1st, 1932, Alex Grivas was arrested at the Wallace and was fined \$1. He was given 30 days in jail for sale

and possession of liquor. Then on March 14th, liquor arrests at the Wallace made the news again. "MAKE TWO BOOZE ARRESTS. Said to have had moonshine at the Wallace Hotel, N 220-1/2 Bernard, A. Bogosian, 46, Greek, was arrested Saturday night for liquor in possession with intent to sell."

With the passage of the 21st Amendment in February 1933, the repeal of Prohibition became official. However official liquor licenses were not granted to sell beer and wine in Spokane until 1934. In April 1934, along with 191 other establishments in Spokane, Dam Driotsas and Nick Grivas were granted a license to sell beer and wine at the Athens Café which by then had moved to the Dodson Building into the storefront at N 218 Bernard. The *Spokane Daily Chronicle* reported on April 23rd, "Spokane can buy its beer or wine at 192 places today. That many have been licensed by the state of Washington, under one or more of four plans for disbursement." Among those in the Greek community who received licenses were A. Argyrakis and P. G. Gulusis, Pythagoras Grocery and Fruit Store, at W 326 Main; Sam Driotsas and Nick Grivas, Athens Café, N 218 Bernard; Nick Dukich, Langham Beer Parlor, 301 Main; Constantine G. Kassavetis, Green River Beer Parlor, W 318-1/2 Main; George Pappas, George's Coney Island Restaurant, 514 Sprague.

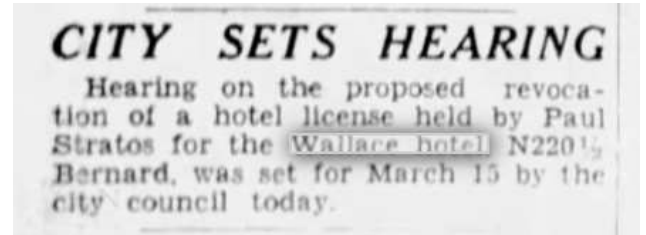


Figure 7 - *The Spokane Chronicle*, March 8, 1932

U.S. Census records in 1940 indicate that Alex Grivas (Nick Grivas' brother), lived at the Wallace Hotel, along with 25 other lodgers, eight of which were of Greek decent. All were single and most were laborers in logging camps, the railroads and restaurants. When Nick Grivas passed away in July 1940, Alex and the rest of the family took over the running of the Athens Café with the help of Paul Stratos.

Trouble at the Athens Café continued. In April 1942 it was reported that "State and city officers yesterday, armed with justice court warrants, arrested four alleged bootleggers and booked them at police headquarters, where bonds in each case were set at \$250." Among them was Paul Stratos of the Athens Café, charged with liquor in possession with intent to sell and selling liquor by the drink, respectively.

In March 1943, the *Spokane Daily Chronicle* reported Paul Stratos, 51 merchant, N 218 Bernard was being charged with liquor in possession with intent to sell. Stratos was again arrested November 6 at the Athens Café, and later convicted in police court on charges of having liquor in possession with intent to sell. He forfeited a \$250 bond when he failed to appear in Superior Court for trial of his appeal from the police court conviction.

Japanese Period of Significance

Reportedly Alice Sellars served as manager of the Wallace Hotel in 1943, but by 1945 and thereafter until closing in 1974, it was operated and managed by several persons of Japanese descent. These include Mrs. Toshiko Kondo (1945-46), Masayuki Okazaki (1947-1949), and Tom Hitomi (1950-1974). Reports indicate that Hitomi purchased the hotel operations from Okazaki in November 1949, but the building itself remained under ownership of Alex Grivas. He had purchased the building for \$25,000 from the estate of George R. Dodson through the Old National Bank of Spokane as Trustee on December 9, 1944.

Japanese management of the hotel was spurred by a rapid increase in the Japanese population of Spokane during WWII. Spokane was out of the “evacuation” zone during the war, and the Japanese population of around 250 at the onset of the war, climbed to 2,500 by the end of the war. During this time many who flocked to the community settled in the east downtown district. Historian Rose Krause noted, “Along with other foreign-born residents, Japanese businesses and living areas were concentrated in what has been referred to as an “international district” bounded by Front (Trent) [now Spokane Falls Boulevard], Howard, Riverside, and Bernard streets.” Within the area, Japanese owned and operated hotels, which, for example, increased from about half a dozen at the onset of the war to 23 in 1946. In addition to hotels and lodgings, restaurants, hand laundries, bakeries, barbers, a drug store, pool halls and grocery stores were concentrated in this area (Krause, 2006) The Japanese community bracketed, and spread into Trent Alley (Chinese Alley) that ran east-west between Bernard and Howard streets, and Trent and Main avenues.

TWO HOTELS SOLD, ALSO APARTMENT

An apartment house and two hotels have changed hands the last few days, bulk sales affidavits filed at the courthouse indicated today.

Oscar L. Wiebkin has purchased the fixtures and furnishings of the Regal apartments at N5210 Regal from Clifford H. Woodward for about \$11,000, one paper showed.

Other sales included Leland hotel, W7½ Trent, bought by Hidejiro Yamigiwa from Harry T. Ariyama, and the Wallace hotel, N220 Bernard, purchased by Haruko Hitomi from Masayuki Okazaki.

Figure 8 - The Spokesman Review, November 3, 1949

Despite the shift in ethnic makeup, gambling continued in the neighborhood. On August 8, 1947, the *Spokane Daily Chronicle* reported that “Fifteen men and two women were arrested in a gambling raid at the rear of the Svea Café, N119 Bernard at 1:30 this morning, police reported. Yum Emato, 42, N221 Bernard, was charged with conducting the game and was released on \$450 bond. All of those nabbed in the raid were Japanese and resided locally: Trent Alley, Empire Hotel, Clark hotel, Wallace Hotel, Clem Hotel, Ohio hotel—all in the neighborhood.”

The operation of the Athens Café, however, still resided in the hands of the Grivas family, with Alex Grivas as proprietor. As described by *The Spokesman-Review* in a March 14, 1950 article, the remodeled Athens Restaurant combines “Greek, modern styling.”

OLD NEW MIXED IN CAFÉ DESIGN

San Francisco may have its Chinatown, New York may have its Greenwich Village, but if it's the Parthenon or the Acropolis you're looking for, you'll have to come to Spokane.

Both of these ancient Greek buildings are subjects of murals in Spokane's newest restaurant, the Athens cafe, N218 Bernard, which is celebrating its opening. Owned by George Spillos and managed by Alex Grivas, the Athens has a décor all of its own—arrived at by mixing liberal portions of classical Greek art and modern architecture.

One of City's Oldest

While it is Spokane's newest café building, the Athens is one of the city's oldest cafes. Mr. Spillos said the Athens has been in business, at the same location, since 1916. However, it has been closed for several months while being completely remodeled. Now a bar has been added, and a cocktail lounge and banquet room open out from the bar at the rear of the café.

Art and architecture aren't the only Greek things at the Athens. Diples lovers will find their favorite honey confection prominently displayed on the menus, along with dolmathes and other dishes with an Aegean flavor. On the liquid side, there are such concoctions as Metaxa, Retsina, and other strictly Greek modifications of grape juice.

Both Mr. Grivas and Mr. Spillos are well-known in Spokane and have lived here for more than three decades.

By January 1951, the Athens Café was advertising "Famous Grecian Dinners," with Wally Goetz, manager. Wally Goetz was married to Mary, the daughter of Louis and Garfelia Grivas, and grandson of the colorful "Dutch Jake" Goetz, an early Greek Spokane barkeep and hotel owner. Despite the remodel, in November, Goetz's business struggled and they petitioned for bankruptcy with liabilities of \$980, and assets less than \$500.

In February 1953, an advertisement announced: "Athens Café" would reopen under new management with Harry Psaltas. Later that month, Alex Grivas by quit claim deed, on February 19, 1953, conveyed his interest in the lot and building to Garfelia Grivas, his sister-in-law.

The nominated building was sold out of the Grivas family in 1954. Garfeila transferred the Dodson Building to Roger and Marian Fruci for an amount of \$35,000 on June 15, 1954. Later that year, in October 1954, Roger Fruci received a building permit to alter the café portion of the building to accountant's offices. The apartments remained until the mid-1970s.

Architect - Dow & Hubble

To design the building, Dodson hired the local architectural firm of Dow & Hubble. Architect John K. Dow reportedly came to Spokane in 1889 to help rebuild Spokane after its Great Fire of the same year. He became one of Spokane's most influential architects over his almost 50-year practice in the city working alone and with a variety partners over the years.

Dow was born in Gaylord, Minnesota in September 21, 1861 and although his architectural training is unknown, he showed a strong command of his craft, and soon received important commissions in Spokane. He first established a practice with Loren L. Rand and together they designed the Tidball Block (1889) and the Bump Block (Carlyle Hotel), and the Bennett Block in 1890. Dow and Rand parted ways after two short years, both opening independent practices in 1892.

Dow's early designs include several buildings for the State Normal School (now Eastern Washington University - 1895) in Cheney; the Burton Building (1899) in Colfax; the Lincoln County Courthouse (1897) in Davenport; Empire State Building in Spokane (1900), the Spokane Club-Legion Building (1901); an apartment building for Dr. Joseph Gandy (1903, razed), the Masonic Temple (1905, with L.L. Rand) in Spokane; and the Coolidge-Rising-Moyer House (1906).

In 1907, Dow promoted his long-time associate, Clarence Z. Hubbell, to partner. Hubbell was born in Onarga, Illinois on August 13, 1869. He was raised in the Chicago area and received his formal architectural education at the Art Institute of Chicago. After working in several offices in Chicago, Hubbell migrated to Spokane, arriving in 1900.

Together the firm of Dow & Hubble received many high profile commissions in the city including the Hutton Building (1907); Grace Baptist Church (1908); the Paulsen Building (1908); the Fred Phair House (1908); McEachran House (1909); and the nominated Dodson Building (1909). In Pullman they designed the Library, Assembly Hall, and Heating Plant for Washington State College, and several buildings at Eastern State Hospital in Medical Lake.

For reasons unknown, in 1910 Hubbell left Dow and opened his own independent practice. Dow continued on his own. Projects during this time by Hubbell include the R.B. Patterson House (1911) in Spokane; Moscow High School (1912) in Moscow, Idaho; and the three story addition to the Hutton Building (1910). In 1912 Hubble formed a partnership with Calgary architect W.E.

Kelley. Known projects include a \$200,000 factory building in Kennewick for the Western Fruit Products Company. By 1917 Hubble was again on his own and remained in practice in Spokane until 1919. US Census data indicates that by 1920 Hubble was residing in Royal Oak, Michigan. Hubbell passed away in New York in 1953.

Dow's projects included another building for George Dodson (the Mohawk building -1915, razed), the Landsdowne House and Paulsen House (both 1912), the nine-story McLeod building (1915) in Edmonton, Alberta, and the Powell-Sanders Warehouse (1921) in Wenatchee. In perhaps his last project in Spokane, Dow partnered with William Wells to design the 1932 art deco Rogers High School in northeast Spokane. Dow wrapped up his career in Spokane and moved to Seattle in 1935. He passed away in Kent, Washington on June 2, 1961. (Houser, 2012)

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- . "Prepares Feast For Fifteen Hundred." 12/5/1935. P12/3-4
- . "Hellenic Society Selects Officers." 12/24/1936. P6:6-7.
- . "Two Are Granted Citizenship Papers." 6/11/1938. P3:3
- . "Frank B. Keane" (Death Notice). 10/26/1939.
- . "Nick Grivas" (Death Notice). 7/15/1940. P29:6.
- . "Grivas Rites Set Tomorrow." 7/19/1940. P3.
- . "FROM THE RECORDS" "New Suits Filed In Superior Court." 8/30/1941. P5:2.
- . "Spokane Greeks Are Investing In United States War Bonds" (Photo Caption). 5/25/1942. P16:2-4
- . "Bond Forfeited In Liquor Cases." 3/25/1943.
- . "SKIPS \$250 BOND ON LIQUOR COUNT." 12/8/1943. P17.
- . "19 ARE NABBED IN GAMBLING RAIDS." 8/8/1947. P1:7.
- . "Native Land Is Revised By Proxy By Myrtle Gaylord." 7/28/1950. P5:3.
- . Famous Grecian Dinners" (Advertisement). 1/31/1951. P15:3.
- . Athens Café "Reopens—New Management." (Advertisement). 2/11/1953. P32
- . "Service Due Mrs. Grivas." 9/9/1959. P5:5.

The Spokesman-Review. Various articles 1900 to 1960.

- . "Some Apartment Houses Now Being Erected." 6/27/1909. Section IV. p1:1 (full page of photos)
- . "George R. Dodson Plans Building." 9/9/1909. P8:7.
- . "Spokane Greeks Help Red Cross." 6/4/1917. P1:3.
- . "Nab 25 Greeks In Bernard Raid." 2/20/1919. P6:6
- . "Robbed And Beaten, He Says." 3/6/1919. P6:6.
- . Greek Vs. Greek In Court." 3/7/1919. P6:2.
- . "Man Caught In Raid Had \$1000." 3/24/1920. P7:7.
- . "Pool Room Men Arrested." 4/3/1920. P8.
- . "More Than 200 Greeks Meet." 2/28/1921. P5.
- . "Two Arrest 35 Instead Of 34.--." 12/19/1921. P11:1.
- . "Nab Greeks On Booze Charge." 3/18/1925. P10:5
- . "Hotel Owners Had Fair Warning Of Booze Raids On Their Places." 4/26/1931.
- . "Rum Kings Win U.S. Court Ire." 3/1/1932. P6:1.

- . "Greek Church To Be Artistic." 10/12/1932. P6:3.
- . "Greek Groups Dedicate Church." 12/16/1932. P6:5.
- . "305 City Eating Places Scored." 12/31/1933. P8:1.
- . "Ccc Men Eat In A Big Way." 8/22/1935. P6:2.
- . "Order Of Ahepa. Mount Olympus Chapter." 2/14/1937. P28:1.
- . "Judge Give Dodson Income To Family." 7/2/1937. P22.
- . "Plan Course Of Further Relief For Fighting Greeks" (Photo Caption). 1/5/1941. P10:1-5.
- . "Greeks Observe Freedom's Day." 3/31/1941. P6:1.
- . "Officials Nab Four Alleged Bootleggers." 4/10/1942. P20:3.
- . "Old, New Mixed In Café Design." 3/14/1950. P12:1
- . "Grivas, Lazarus (Louie)" (Death Notice). /28/1951. P29:6.
- . "Petition In Bankruptcy." 10/18/1951. P17.

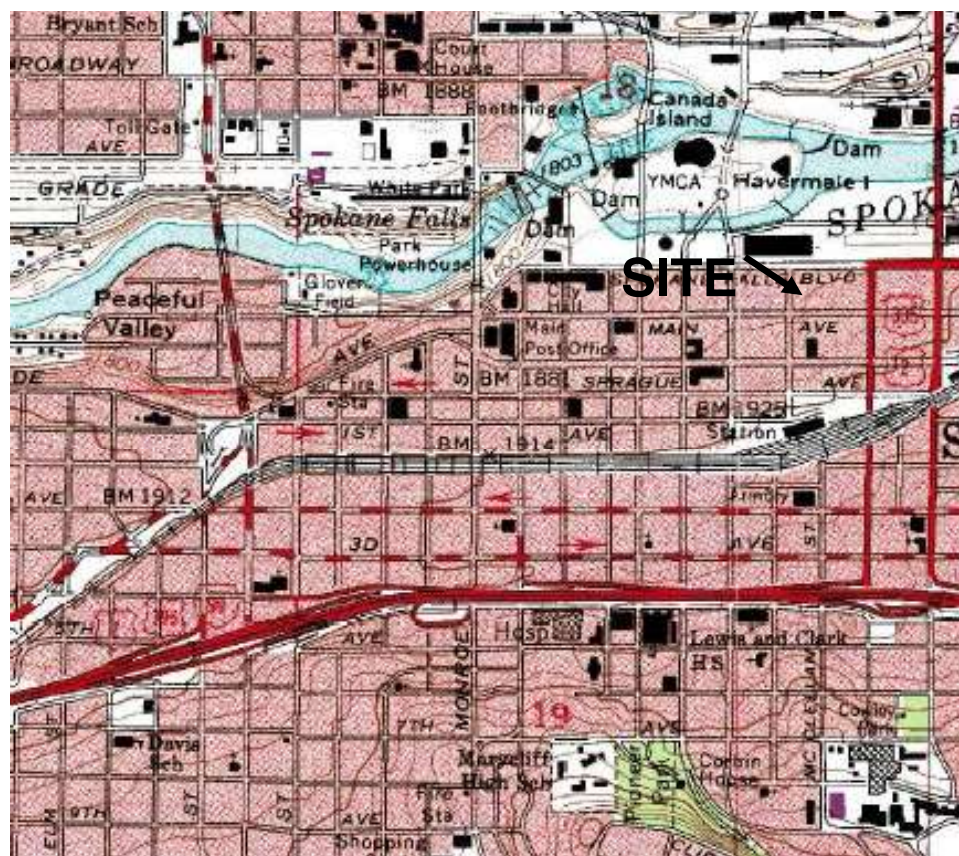
U.S. Census Records. <http://familysearch.org>. 1910, 1920, 1930, 1940.

Wikipedia: "History of Spokane, Washington." Reviewed 2/1/2018.

Woo, Eugenia. Vermilion. East Downtown Historic District. National Register of Historic Places Nomination. 23 April 2003.

DODSON BUILDING

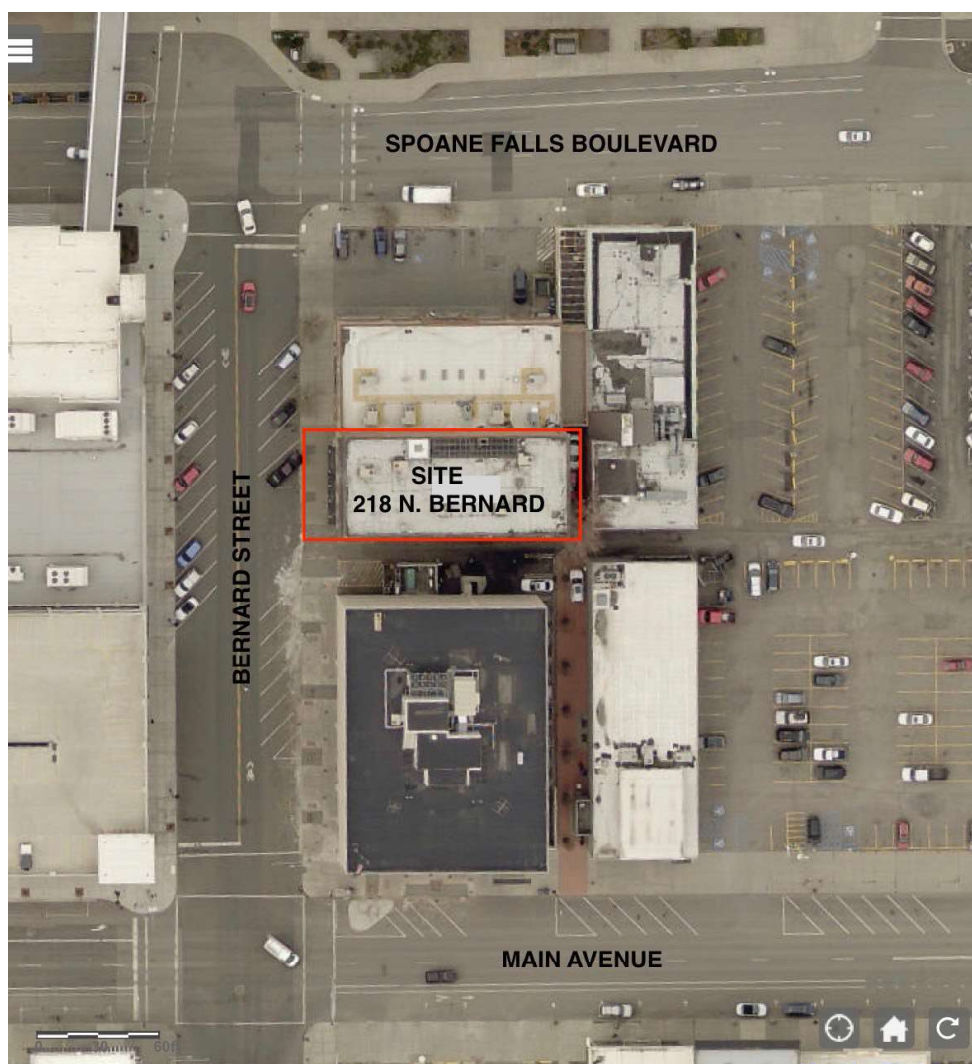
MAPS, GRAPHICS, AND PHOTOS



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

**DODSON BUILDING – N218 BERNARD ST
SITE LOCATION**

↑
N
1' = 2000'

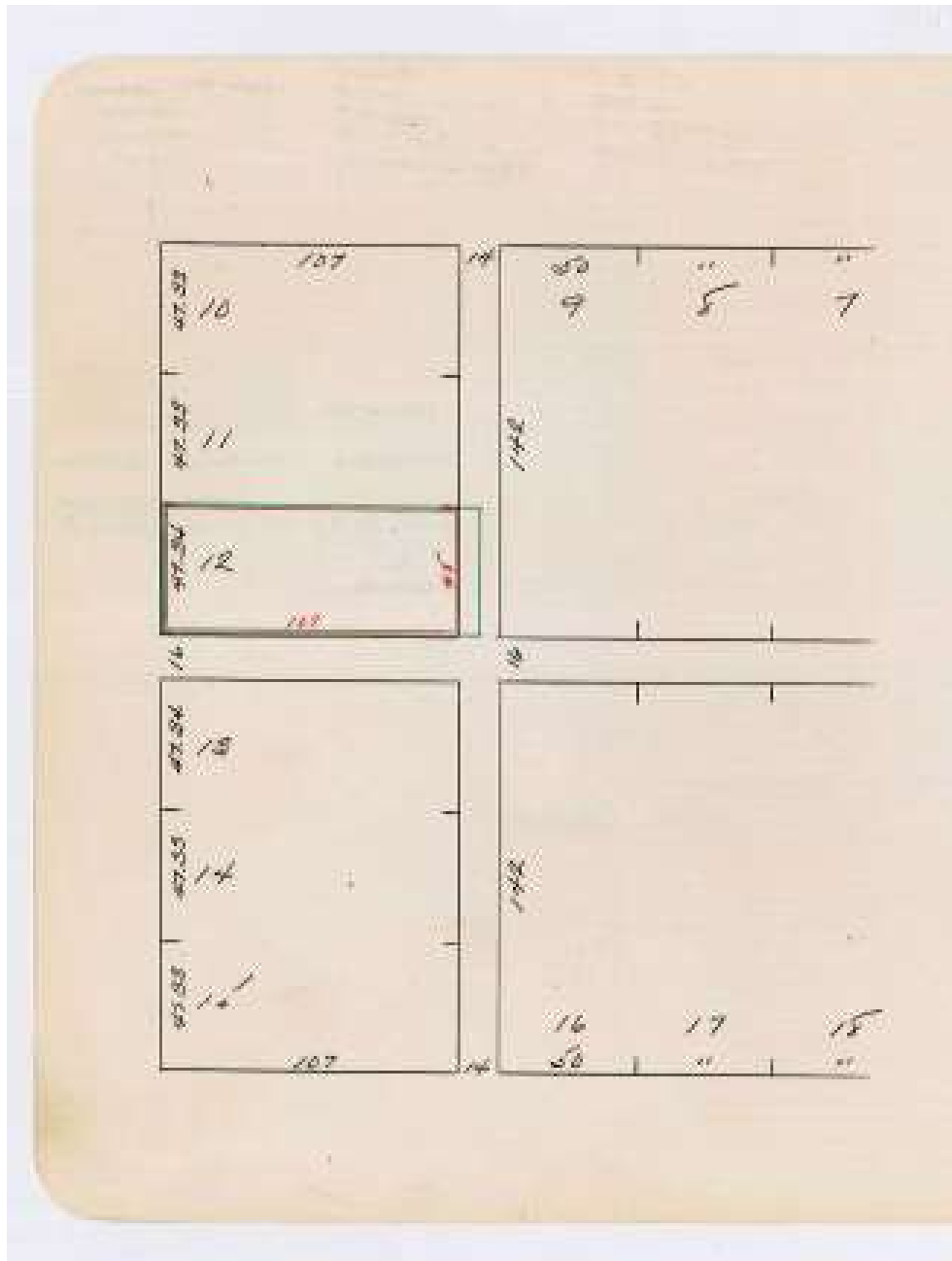


City of Spokane – City Map – 1/6/2020

DODSON BUILDING – N218 BERNARD ST
SITE AERIAL

↑
N
no scale

DODSON BUILDING



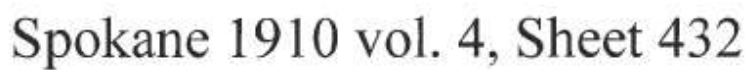
Parcel Sketch - Assessor's Field File – 218 North Bernard Street - 12/13/1993

DODSON BUILDING

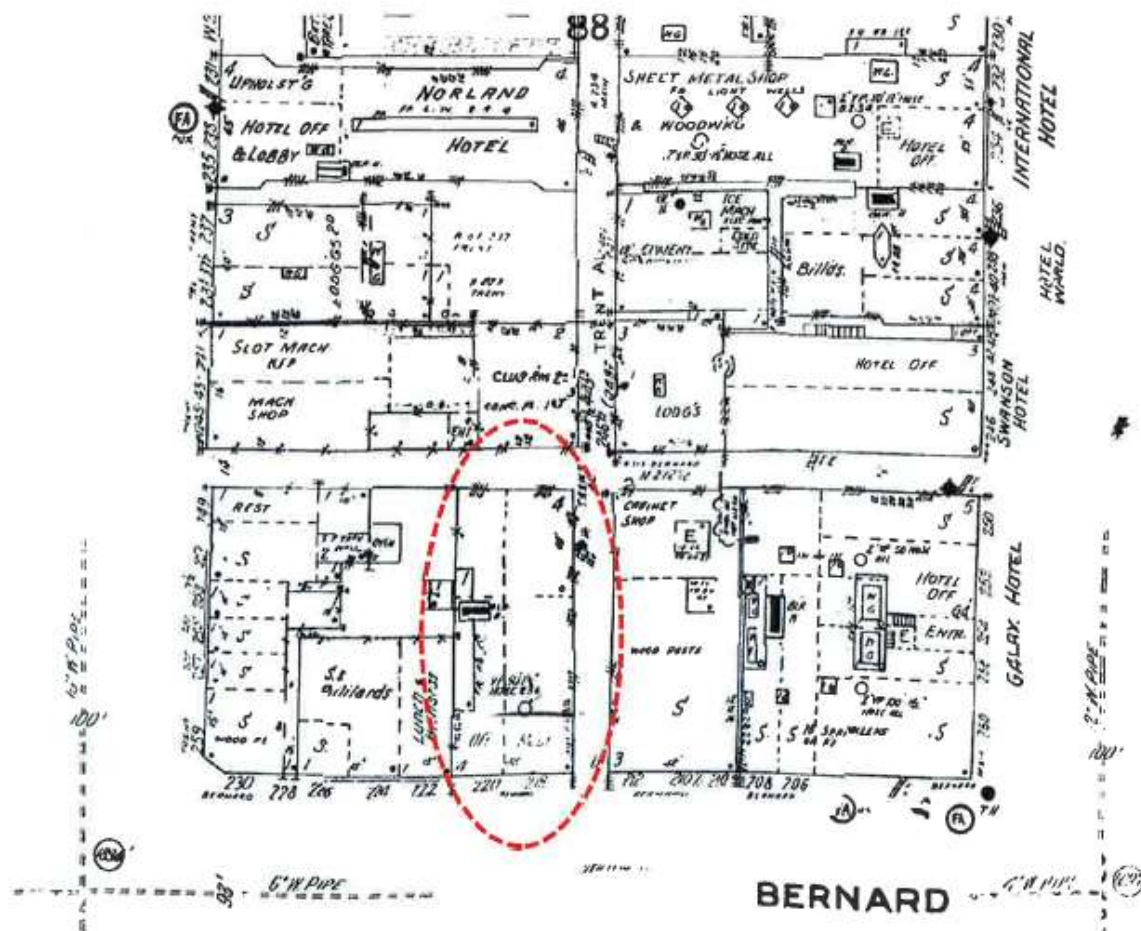
[illegible]

Assessor's Field File – 218 North Bernard Street - 12/13/1993

Section 12 Page 6



DODSON BUILDING



Spokane 1910-June 1950 vol. 4, 1910-June 1950,
Sheet 432

DODSON BUILDING



O.K. Trading Co. 1926 – L87-1.31136-26



Spokane Chronicle - June 9, 1927

DODSON BUILDING



1. Context along Bernard Street, looking northeast



2. Southwest corner of Building-west and south facades, looking northeast

DODSON BUILDING



3. Front Facade, looking east



4. Northwest Corner-front and north facades, looking southeast

DODSON BUILDING



5. Context along Bernard Street, looking southeast



6. Southeast Corner-east façade, looking west along alley

DODSON BUILDING



7. Rear (east) facade, looking north
return and windows, looking north



8. South Facade-Southwest corner detail showing cornice

DODSON BUILDING



9. Front Facade- former SRO hotel entrance, looking east



10. Front Facade, former SRO hotel entry and storefronts, looking south

DODSON BUILDING



11. Front Facade Storefront and sidewalk vault lights, looking northeast



12. Storefront on south side, looking east

DODSON BUILDING

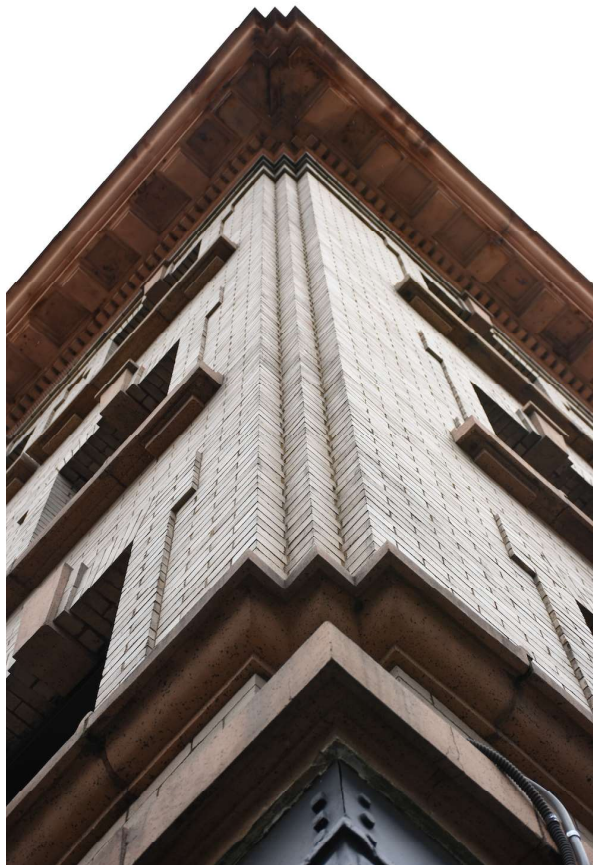


13. Storefront on north side, looking east



14. Front Facade, window details, looking east

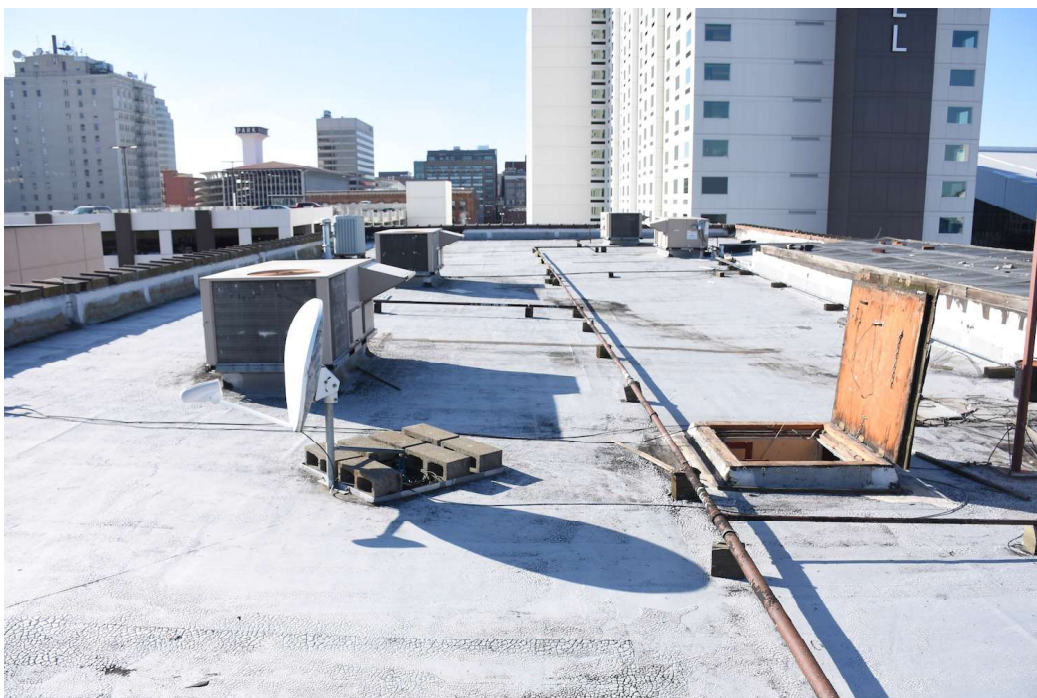
DODSON BUILDING



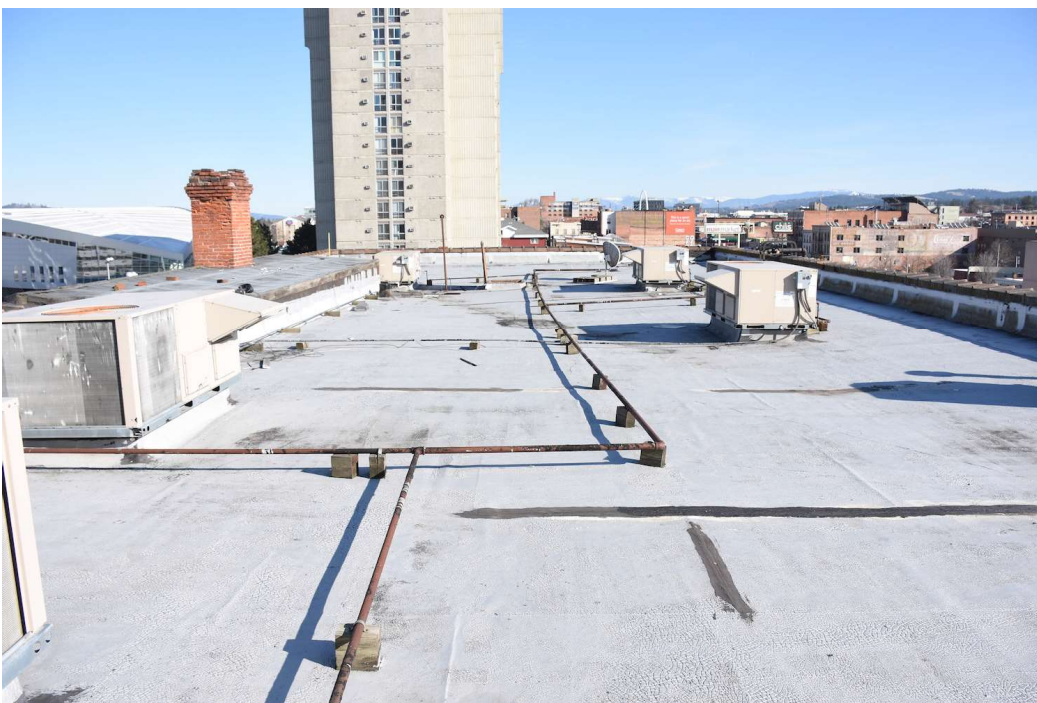
15. Southwest corner details, looking up northeast



16. Southwest corner, south side window, cornice, looking north, looking northeast



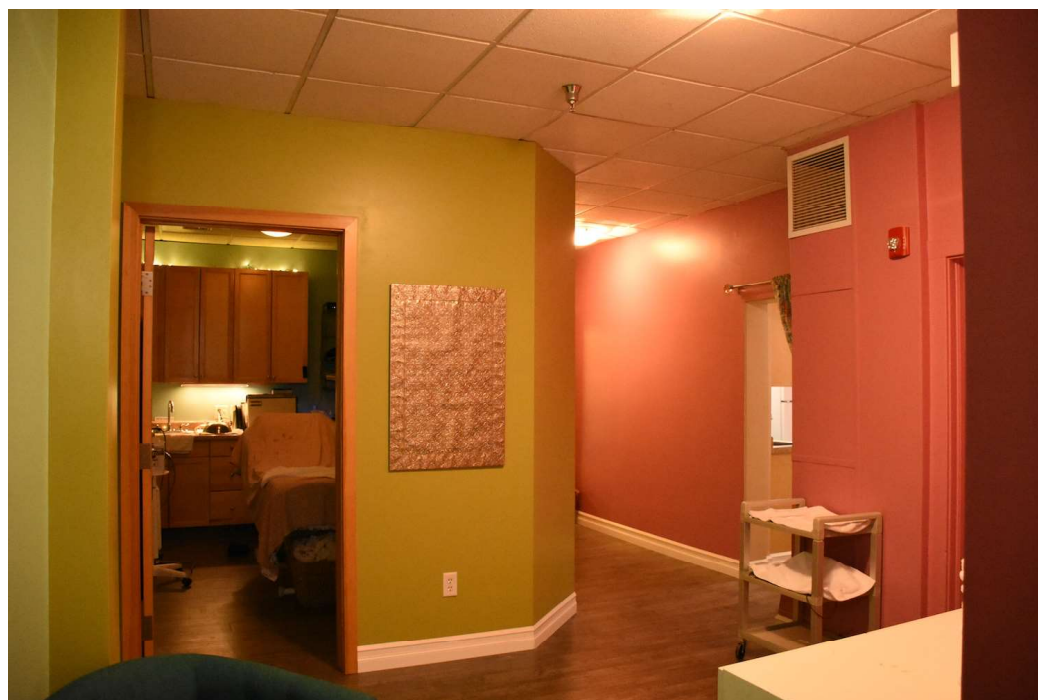
17. Roof, looking west from east end



18. Roof, looking east from west end



19. 1st Floor - South Bay Retail Space, looking east



20. 1st Floor - South Bay Retail Space, east toward treatment rooms

DODSON BUILDING



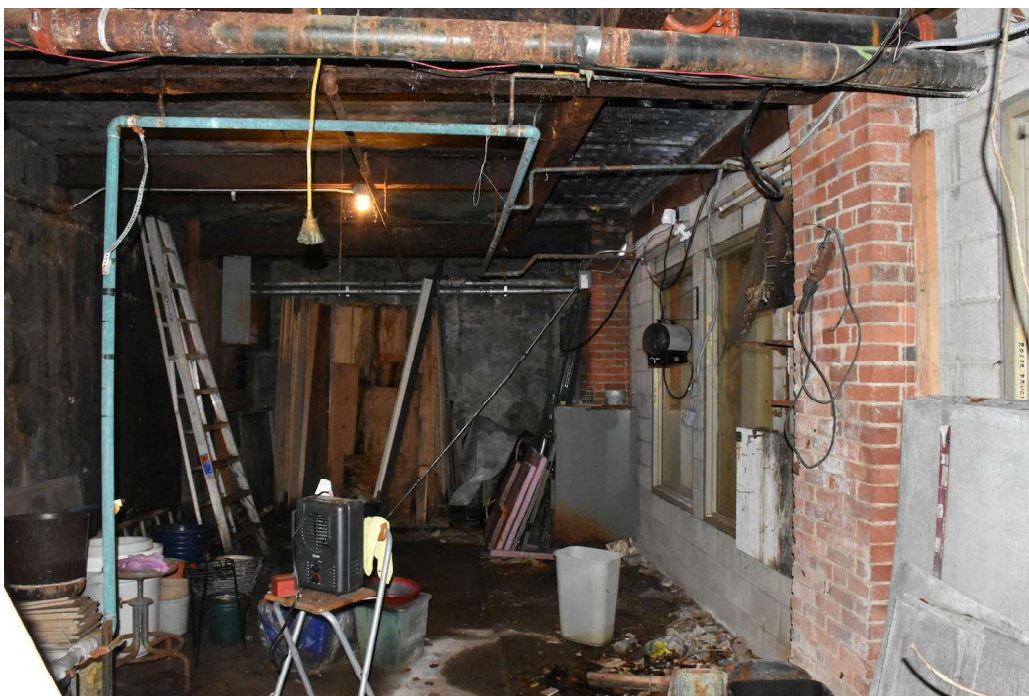
21. 1st Floor-north bay entry lobby, looking east



22. 1st Floor-north bay, looking east toward offices



23. Basement office, looking west toward sidewalk vault



24. Basement-sidewalk vault, looking south

DODSON BUILDING



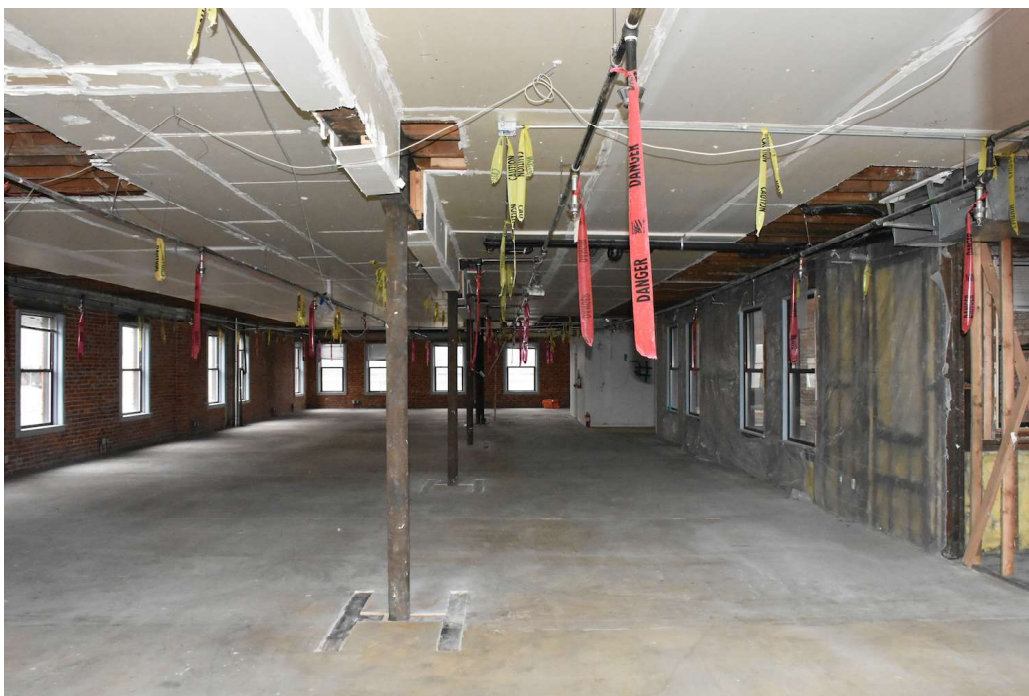
25. 2nd Floor, looking east from front to rear



26. 2nd Floor-Steel post and beam along center axis, looking north

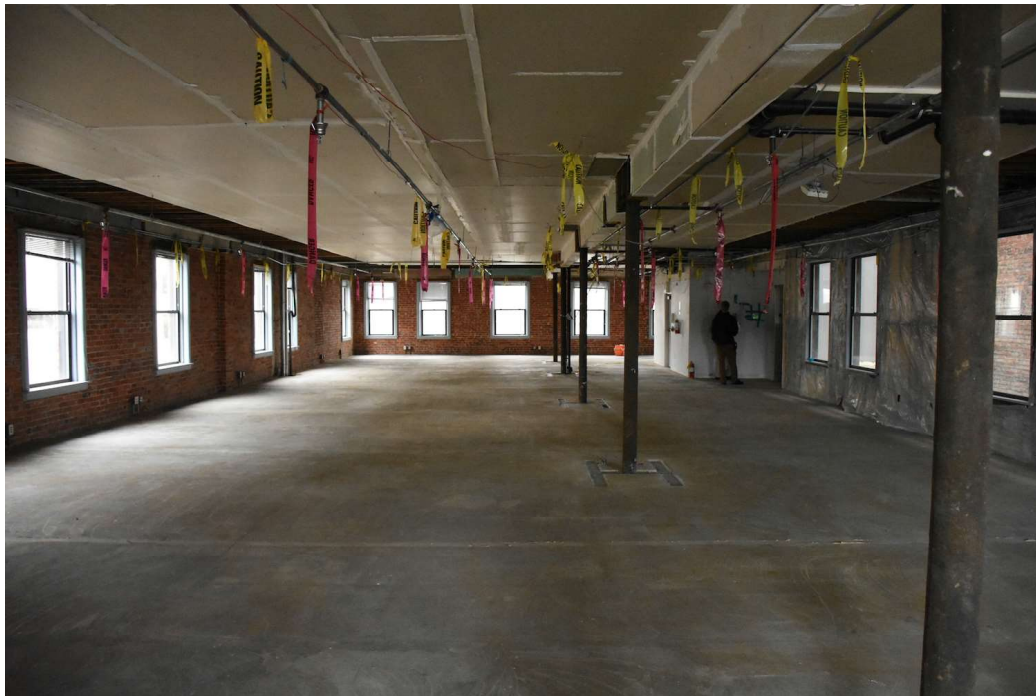


27. 2nd Floor-looking north at northwest stairwell elevator, and portal to building adjacent to north



28. 2nd Floor-looking west from rear to front-lightwell to north

DODSON BUILDING



29. 3rd Floor-looking west toward lightwell and stairwell

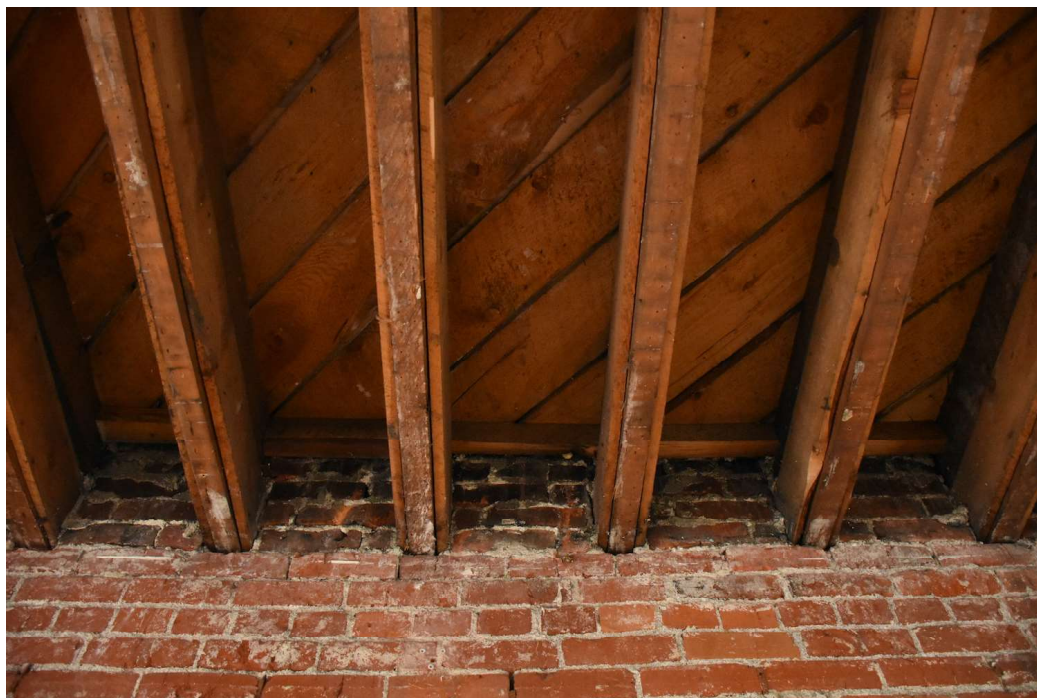


30. 3rd Floor-looking east toward stairwell from west end

DODSON BUILDING



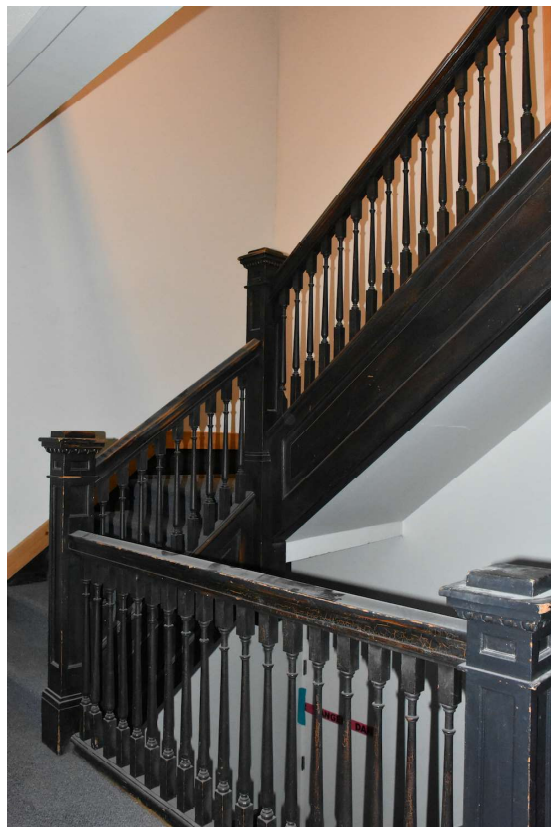
31. 3rd Floor-looking northeast and stairwell



32. 3rd Floor- looking north at floor joints, typical



33. Looking East at historic stairs



34. Looking north at historic stairs

DODSON BUILDING



35. Historic stairs and bench on 2nd floor landing.



36. Historic stairs- 2nd floor landing, looking southwest



37. 4th Floor-looking east along central hallway



39. 4th Floor-typical office and vestibule



40. 2nd Floor-looking east at lightwell

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

09/14/2020

<u>Date Rec'd</u>	9/2/2020
<u>Clerk's File #</u>	OPR 2020-0449
<u>Renews #</u>	
<u>Cross Ref #</u>	RES 2020-0028
<u>Project #</u>	2017141
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	INTEGRATED CAPITAL MANAGEMENT
<u>Contact Name/Phone</u>	NATHAN ANUNSON 625-6894
<u>Contact E-Mail</u>	NANUNSON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4250-WILSON & COMPANY SOLE SOURCE RESOLUTION AMENDMENT

Agenda Wording

Amendment with Wilson & Company Sole Source Resolution for increased cost associated with adding Wilson Inspection for the COS Regal/Cleveland/Grace Water & Sewer replacement project.

Summary (Background)

Contracted at \$91,080 for BNSF Inspection services associated with the Rowan Force Main project. A second City of Spokane project the NSC - Regal, Cleveland, Grace, Green, Jackson, Ralph Water & Sewer Replacements and Casings project has been awarded and contains the same BNSF inspection requires to be conducted by Wilson & Company. The additional cost for Wilson inspection services for the 2nd project is \$47,580. The revised contract to Wilson & Company will be \$138,660.

<u>Fiscal Impact</u>	Grant related? NO Public Works? YES	<u>Budget Account</u>
Expense	\$ 47,580.00	# Various
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session\Other</u> PSCH 8/31/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	Chris.phonpituck@wilsonco.com
<u>For the Mayor</u>	ORMSBY, MICHAEL	eraea@spokanecity.org
<u>Additional Approvals</u>		publicworksaccounting@spokanecity.org
<u>Purchasing</u>		aduffrey@spokanecity.org
		kemiller@spokanecity.org
		mdavis@spokanecity.org
		nanunson@spokanecity.org

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	NSC –Rowan Force Main/Wilson & Company Contract
Date:	8/13/20
Author (email & phone):	nanunson@spokanecity.org, (509) 625-6894
City Council Sponsor:	Council President Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan, 6-Year Wastewater & Stormwater Utility Program
Strategic Initiative:	Innovative Infrastructure
Deadline:	8/26/2020
Outcome: (deliverables, delivery duties, milestones to meet)	Revised previously approved Wilson Sole Source Resolution for increased cost associated with adding Wilson Inspection for the COS Regal/Cleveland/Grace Water & Sewer replacement project

Background/History:

On Monday May 11, 2020, Council approved the declaration of Wilson & Company as a sole source provider and authorizing contract and the expenditure of approximately \$91,080 for BNSF Inspection services associated with the Rowan Force Main project without public bidding.

A second City of Spokane project the NSC - Regal, Cleveland, Grace, Green, Jackson, Ralph Water & Sewer Replacements and Casings project has been awarded and contains the same BNSF inspection requires to be conducted by Wilson & Company.

The additional cost for Wilson inspection services for the 2nd project is \$47,580.

The revised contract to Wilson & Company will be \$138,660.

WSDOT will reimburse the City for the costs incurred for Wilson inspection services utilizing the executed WSDOT/COS GCB 3086 Task Order AJ.

Executive Summary:

- *Wilson & Company sole source resolution was approved by Council on Monday May 11, 2020 for inspection services associated with the NSC Rowan Force Main project*
- *A 2nd project the NSC – Regal, Cleveland, Grace, Green, Jackson, Ralph Water & Sewer Replacements and Casings project has the same BNSF inspection requirements*
- *The additional costs for Wilson inspection services is \$47,580*
- *The revised contract to Wilson & Company will be \$138,660*
- *WSDOT will reimburse the City for the costs incurred*

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:



Expenditure Control Form

All Expenditures \$100,000 or more

Today's Date:	Type of expenditure:
Department: _____	
Approving Supervisor:	

Amount of proposed Expenditure:	

Funding Source:	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
Why is this expenditure necessary now?	
What are the impacts if expenses are deferred?	
What alternatives resources have been considered?	
Description of the goods or service and any additional information.	
Person Submitting Form/Contact:	
CITY ADMINISTRATOR APPROVAL:	BUDGET APPROVAL:
Yes No	Yes No

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

09/14/2020

Date Rec'd

9/4/2020

Clerk's File #

OPR 2020-0693

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BREEAN BEGGS 625-6254

Project #Contact E-Mail

BBEGGS@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0320 - GRANT AGREEMENT FOR COMMUNITY WATER FLUORIDATION CAPITAL COSTS

Agenda Wording

Grant agreement with Arcora Foundation for capital costs associated with implementation of community water fluoridation.

Summary (Background)

A proposed grant agreement with Arcora Foundation for \$4,000,000 to defray the capital costs of implementing community water fluoridation, including milestone tasks and reimbursement of planning, design, permitting, and capital costs, among others.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? YES

Revenue \$ 4,000,000

various water capital funds - TBD

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

ALLERS, HANNAHLEE

Study Session\Other

PIES Comm. 8/24/20

Division Director**Council Sponsor**

CP Beggs

Finance

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

CRAGO, WES

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

STOPHER, SALLY



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 8/23/2020

Type of expenditure: Goods ☐ Services ☐

Department: City Council

Approving Supervisor: Breean Beggs

Amount of Proposed Expenditure: \$0

Funding Source: Grant Agreement between City & Arcora Foundation

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

No immediate expenditures necessary - contract authorizes receipt of grant funds.

What are the impacts if expenses are deferred?

No immediate expenditures necessary - contract authorizes receipt of grant funds. However, if receipt of grant funds is not approved, grant offer likely will be rescinded.

What alternative resources have been considered?

N/A

Description of the goods or service and any additional information?

Grant agreement provides \$4,000,000 to help fund the capital costs of implementing community water fluoridation.

Person Submitting Form/Contact: Brian McClatchey, bmcclatchey@spokanecity.gov

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

ARCORA FOUNDATION AND THE CITY OF SPOKANE

Grant Agreement

1. GRANT AGREEMENT. This Grant Agreement (“Agreement”) is entered by and between ARCORA Foundation, a Washington non-profit corporation (“Foundation”) and the City of Spokane, a Washington municipal corporation (“Grantee” or “City”). The Foundation and Grantee are each a “Party” and, collectively, the “Parties” to this Agreement. The Foundation and Grantee agree as follows.

2. GRANT SUMMARY.

Grantee: The City of Spokane.

Grantee Contact: _____.

Grant Amount: Not to exceed \$4,000,000 (“Grant” or “grant funds”).

Grant Purpose: Fluoridation Project (See Exhibit A).

Grant Period: September 1, 2020 – August 31, 2021.

Agreement Term: September 1, 2020 – August 31, 2040.

3. RECITALS.

3.1 Our community faces significant oral health challenges that disproportionately affect people with low incomes, people of color, people with disabilities, young children, and older adults. Furthermore, the COVID-19 pandemic has exacerbated conditions for our most vulnerable populations. Community water fluoridation reduces dental disease and promotes oral health. Through this Agreement the City accepts grant funds for the capital costs of fluoridating the City’s drinking water, thereby adjusting the levels of naturally occurring fluoride in the City’s drinking water consistent with Washington State Department of Health regulations and the Centers for Disease Control (CDC) recommendations.

3.2 The Foundation is pleased to award this Grant to the City of the improvement of public health in the Spokane community. The Grant and this Agreement is supported by community sponsors, including Empire Health Foundation, Better Health Together, Kaiser Permanente and Molina Healthcare.

3.3 This Agreement supports the planning, design, engineering, construction and operation of a fluoridation system for the City water system (the “Project”). Additionally, the Grant provides for the capital costs for a public access and water availability without the recommended balance of fluoride.

4. GRANT – USE OF GRANT FUNDS. The Foundation makes the Grant to Grantee subject to all terms and conditions of this Agreement. Grantee agrees to use the grant funds during the Grant Period solely for the purposes outlined in Section 5 of this Agreement,

including payment of Grantee's staff, engineering and legal services incurred in the Grant Period for the planning, preliminary engineering, engineering report preparation and design engineering for the Project. The grant funds shall be used exclusively for exempt purposes as described in Section 501(c) (3) of the United States Internal Revenue Code. Grantee shall comply with all applicable federal, state, county and municipal laws in conducting the Project and use of the Grant.

5. USE AND CONDITIONS OF GRANT.

5.1 The Grant is to be used to fund Project fluoridation equipment and facilities for the purposes of optimally fluoridating water for the City water distribution system and other related and authorized Project fees, costs and expenses. The level of fluoride added to the water will be in accordance with all applicable federal, state and local requirements. Grantee may not use any of the grant funds for expenditures other than those outlined in Agreement Exhibit A without prior written approval from the Foundation. Grantee will repay to the Foundation any grant funds that are received by Grantee and not expended within the Grant Period. Additionally, failure to maintain fluoridation at the Project consistent with Agreement Exhibit A for a twenty (20) year period from commencement of Project under this Agreement shall result in a default of this Agreement and the a prorated amount of the Grant shall be repaid by Grantee to Foundation: 5% for each year less than 20 years. Provided, however, the repayment obligation under this Agreement Section 5 shall have no application if fluoridation of water banned by federal or State of Washington law or regulation.

5.2 As set forth in Exhibit 5, this Grant is further contingent upon:

5.2.1 Foundation review of final design documents that identify estimated final Project costs;

5.2.2 Grantee initiation of Project; and,

5.2.3 Start-up of optimal fluoridation, in accordance with all applicable federal, state and local requirements.

5.3 Grantee shall notify the Foundation immediately if there are changes in the scope, budget, staffing or timing of the Project or if there are any other developments that significantly affect the operation of the Project or the Grantee. Such notice shall not relieve Grantee of its obligations under this Agreement, except as otherwise approved in writing by Foundation.

5.4 Upon substantial completion of the Project, the Grantee shall fluoridate the domestic water supply from the facility treatment facility for a continuous twenty (20) year period, except for reasonable periods of time for normal maintenance or repair and during such periods that the Grantee is prevented from fluoridating at the facility water supply as a result of force majeure.

6. REPORTS AND RECORDS

6.1 Grantee shall submit interim, reports every six (6) months, and/or tied to key milestones in the Project, describing Project updates and funds expended before the Project is completed. In addition, Grantee shall submit a one-page final report describing the Project and the funds that were expended once the Project is operational.

6.2 The Grantee will keep adequate supporting records to document expenditure of grant funds and of the Project. Grantee will permit representatives of the Foundation to visit Grantee premises and review activities of the Grantee and will permit the Foundation, at its own expense, to conduct an independent financial and/or programmatic audit of the expenditure of this Grant, at Foundation's sole discretion.

7. ACKNOWLEDGEMENT/EVENT/PRESS RELEASES

7.1 The Grantee must seek prior approval of all press releases or other information intended for the media or the public related to the Project. The Foundation shall be invited to any public and media events associated with this Project. Grantee shall provide to Foundation copies of all press releases, other public announcements of the Grant and any coverage this Grant or the Project receives in newspapers, newsletters, or other publications.

7.2 By executing this agreement, Grantee represents that the IRS determination or information regarding its tax-exempt status submitted to the Foundation has not been revoked or modified and the Grantee has received no indication from the Internal Revenue Service of its intent to revoke or modify such determination. Grantee will notify the Foundation immediately of any significant organizational changes during the term of the Grant, including changes in key personnel or tax status.

8. INDEMNIFICATION

8.1 Notwithstanding anything to the contrary contained in this Agreement, and to the maximum extent permitted by law, the Grantee agrees and covenants to indemnify, defend and hold harmless Foundation and its trustees, officers, members, employees, agents and representatives from and against any and all causes of action, suits at law or equity or claims or demands and any costs, losses, liabilities, damages (including any special, indirect, incidental or consequential damages), judgments, lawsuits, claims and expenses (including without limitation reasonable attorneys' fees and costs), of any nature, whether known or unknown, fixed or contingent, due or to become due, relating to, incurred in connection with, or arising out of any acts or omissions by the Grantee or the operation of the Project, including without limitation any breach of warranty or covenant hereunder. The Grantee's obligations under this Section 8.1 shall not apply to the extent arising solely from Foundation's gross negligence or willful misconduct; provided, however, that to the extent that this Agreement constitutes a "covenant, promise, agreement or understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, purporting to indemnify against liability for damages arising out of bodily injury to persons or damage to property" within the meaning of RCW 4.24.115, the Grantee's obligations under this Section 8.1 shall only apply to the extent of the Grantee's negligence.

8.2 Notwithstanding anything to the contrary contained in this Agreement, to the maximum extent permitted by law, in no event shall Foundation be liable for any damages whatsoever

(including, without limitation, direct, consequential, indirect, special, or incidental damages, or damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use the Project, under contract, tort (including negligence) or other cause of action and even if Foundation has been advised to the possibility of such damages.

8.3 This Section 8 and the indemnification herein specifically includes, without limitation, claims brought by the Grantee's employees against Foundation. The foregoing indemnities are expressly intended to constitute a waiver of the Grantee's immunity under Washington's Industrial Insurance Act, Title 51 RCW, to the extent necessary to provide Foundation with a full and complete indemnity from claims made by the Grantee and its Employees, to the extent of their negligence. **The Grantee and Foundation acknowledge that the indemnification provisions of this Section 8 were specifically negotiated and agreed upon by them.**

9. GENERAL

9.1 Choice of Law. This Agreement shall be governed and interpreted according to the laws of the State of Washington. The Parties agree that the Superior Court for Spokane County, in the State of Washington, shall be the exclusive and proper forum for any action or proceeding, including arbitration, if any, brought under this Agreement. The Parties accept the personal jurisdiction of such court.

9.2 Dispute Resolution. The Parties shall use reasonable, good faith efforts to cooperatively resolve any disputes that arise in connection with this Agreement. When a bona fide dispute arises between the Grantee and Foundation subject to this Section 9.2, each Party shall each notify the other of the dispute, with the notice specifying the disputed issues and the position of the Party submitting the notice. If the Parties are unable to resolve a dispute within ten (10) business days, pursuant to this Section 9.2, either Party may proceed with any remedy available to it at law or in equity.

9.3 Remedies.

9.3.1 Except as otherwise provided for herein, no remedy conferred by any of the specific provisions of the Agreement or available to Foundation is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by Foundation shall not constitute a waiver of the right to pursue other available remedies.

9.3.2 Except as otherwise provided for herein, upon Grantee's satisfaction of its obligations under the Agreement, the Grantee's sole and exclusive remedy from the Foundation shall be the receipt of the Grant.

9.4 Amendments. This Agreement may be amended, supplemented or modified only by a writing dated and signed by both Parties.

9.5 Assignment; Successors. Except as specifically provided in this Agreement, neither Party may assign or transfer this Agreement or any of its right or delegate any of its duties hereunder,

without the prior written consent of the other Party. Any attempted assignment, transfer, or delegation in contravention of this Section 9.5 shall be null and void. This Agreement shall inure to the benefit of and be binding on the Parties hereto and their permitted successors and assigns.

9.6 Severability. If any provision of this Agreement is invalid or unenforceable, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

9.7 Waiver. Any failure or delay by either Party to exercise or partially exercise any right, power or privilege hereunder shall not be deemed a waiver of any of the rights, powers or privileges under the Agreement. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written instrument signed by the Parties hereto. No such waiver, modification or deletion in any one instance shall be deemed to be a waiver, modification or deletion of a term or condition in any other instance, whether like or unlike. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

9.8 Entire Agreement. This Agreement, with Exhibit A, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and is not subject to amendment or modification except as provided herein.

9.9 Force Majeure. Neither Party shall be deemed to be in violation of this Agreement if such Party is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitation, acts of God or of any public enemy, elements, flood or other natural disaster not caused by Grantee.

9.10 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties thereto and their respective successors and assigns.

9.11 Section Headings. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement.

9.12 Term and Survival. This Agreement shall remain in force and effect until the earlier of August 31, 2040 or the date twenty (20) years after the date of commencement of fluoridation of the Project consistent with this Agreement. Notwithstanding the foregoing, Sections 8, 9.1 and 9.2 shall survive the termination of this Agreement.

10. EXECUTION AND APPROVAL The undersigned represents and warrants that each is authorized to and executes this Agreement for and on behalf of the identified Party. This Agreement may be executed in multiple counterparts, each of which may be considered an original Agreement.

THE CITY OF SPOKANE

By _____ Title _____ Date _____

ARCORA FOUNDATION

By _____ Title _____ Date _____
Vanetta Abdellatif President and CEO

DRAFT

EXHIBIT A
TO
CITY OF SPOKANE – ARCORA GRANT AGREEMENT

FLUORIDATION PROJECT OUTLINE

GENERAL

The City of Spokane will plan for, design, construct and operate a fluoridation system for a period of 20 years, as set forth in the Grant Agreement. The following is a general outline of the Project, with administrative control of the City's water system and the fluoridation additive resting with the City.

PROJECT

Fluoridation of the City's water system will require the retrofit of each of the City's seven (7) well pump stations to add fluoridation facilities: Well Electric; Parkwater; Ray; Central; Nevada; Grace; and, Hoffman. Each of the well pump stations is unique because of variation in sizes of pumps and buildings. All the wells pump water from the Spokane Valley-Rathdrum Prairie Aquifer. Operation of each well pump is based on demands on the water system. Daily water demand changes greatly throughout the year, from a winter average of about 30 million gallons per day to a summer peak of over 180 million gallons per day.

The City decided preliminarily some years' prior to use fluorosilicic acid to fluoridate the water system. Alternative methods may be considered. The typical fluoridation system will include a new structure or an addition to the existing pump station to house the following equipment: storage tank with capacity for several months, a day tank to accurately measure fluoride dosage, metering pumps, a residual fluoride analyzer, telemetry and programmable logic controller systems, and safety equipment. The overall average system chemical demand is preliminarily estimated to be 2,878 pounds (288 gallons) per day, or 1,050,340 pounds (105,034 gallons) per year.

Simplifications may be possible and include combining the Grace and Nevada Well Pump Stations so that only one fluoridation facility will be required for them; and at Hoffman, where the demand is low and where the facility is only used to meet peak summer demands, a small fluoridation system using 55-gallon drums is recommended. And, it may not be necessary to provide fluoridation at Hoffman in order to maintain prescribed fluoride levels within the water system, particularly in the vicinity of the well during summer operations.

The control requirements to maintain a constant concentration of fluoride within the water system include: monitoring well pump flow rates to flow pace the metering pumps, measuring the amount of fluoride consumed, and daily inspection of equipment. Data will need to be recorded on daily basis to assure that an accurate concentration of fluoride is maintained within the water system. The city may choose to add one non-fluoridated tap.

Operator certification is expected to remain at current levels. The City will likely not need to increase its operator certification program. However, it is expected that there will be additional training for operator operation of the facilities. The City may need to add two additional operators to assist with maintenance of the fluoridation facilities.

DISBURSEMENT OF GRANT FUNDS AND REPORTING

ARCORA shall reimburse the City for only those expenditures incurred during the term of this Grant Agreement.

ARCORA shall disburse Grant Funds to the City, as follows:

Design/Review Stage 15%:

- City execution of Grant Agreement 2%
- City execution of Design Contract/Engineering Contract 8%
- City approval of bid specifications and bid notice 5%

Construction Stage 50%:

- Award and notice to proceed 5%
- 25% completion 15%
- 50% completion 15%
- 75% completion 15%

Completion and Implementation Stage 35%:

- City acceptance of substantial completion 15%
- City release of retainage and project close out 10%
- System Operational 10%

Progress Payments and Reporting

ARCORA shall disburse the identified amount of the Grant Funds within thirty (30) days after ARCORA review and approval of City documentation of the Project stages. The City shall provide adequate documentation for ARCORA review. Disbursements shall not be construed as a waiver by ARCORA of any authority to enforce the terms of this Agreement

The City shall provide to ARCORA Project status reports not less than quarterly. Additionally, the City shall provide to ARCORA an audited final financial report within ninety (90) days of the commencement of operation of the community fluoridation system. The City shall promptly return within sixty (60) days to ARCORA any unexpended funds that have not been accounted for in the financial report.

DRAFT

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

09/14/2020

Date Rec'd

9/2/2020

Clerk's File #

ORD C35935

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Cross Ref #

OPR 2020-0550

Contact Name/Phone

TIM SIGLER 625-6055

Project #**Contact E-Mail**

TSIGLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

1680 - SBO FOR COVID-19 SUPPLEMENTAL ESG-CV2 AWARD

Agenda Wording

CHHS is requesting approval of the attached SBO related to accepting Emergency Solutions Grant-Coronavirus 2 funding from the U.S. Department of Housing and Urban Development. See SBO for details.

Summary (Background)

The CARES Act was signed on March 27, 2020 to help support the response to the novel coronavirus outbreak. These special ESG-CV2 funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. CHHS requests budget capacity to utilize this grant award.

Fiscal Impact

Grant related? YES

Public Works? NO

Budget Account

Revenue \$ 3,362,228

1540-95588-99999-33114-99999

Expense \$ 2,975,573

1540-95588-65410-54201-99999

Expense \$ 152,834

1540-95588-65430-51991-99999

Expense \$ 56,090

1540-95588-65430-52991-99999

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

SIGLER, TIMOTHY

Study Session\Other

Urban Experience

Division Director

CORTRIGHT, CARLY

Council Sponsor

CP Beggs

Finance

HUGHES, MICHELLE

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For the Mayor

ORMSBY, MICHAEL

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Additional Approvals

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Purchasing

chhsgrants@spokanecity.org

BUDGET

INGIOSI, PAUL

chhsaccounting@spokanecity.org

GRANTS &

BROWN, SKYLER

COVID-19 Emergency Solutions Grant Briefing Paper

Division & Department:	Neighborhood and Business Services Division – Community, Housing, and Human Services Department
Subject:	COVID-19 Supplemental ESG Award
Date:	8/3/20
Author (email & phone):	Matt Davis (mrdavis@spokanecity.org ext. 6815)
City Council Sponsor:	N/A
Executive Sponsor:	Tim Sigler
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	The amendment start date is August 3, 2020.
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept a \$3,362,228 amendment to the City's Emergency Solutions Grant – Coronavirus (ESG-CV) agreement with the U.S. Department of Housing and Urban Development (bringing the award total up to \$4,353,587) and to subgrant these funds to homeless service providers awarded in the CHHS COVID-19 Emergency Housing RFP.
<p>Background/History: The CARES Act was signed on March 27, 2020 to help the support the response to the novel coronavirus outbreak. The CARES Act made available an additional \$4 billion in ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. This is the second allocation of those funds. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.</p>	
<p>Executive Summary:</p> <p>Given the immediate needs faced by our communities, the Department has announced the first allocation of funds, which are subject to the following flexibilities and conditions provided by the CARES Act:</p> <ul style="list-style-type: none"> • The funds may be used to cover or reimburse allowable costs incurred by the City and its subrecipients before the award of funding (including prior to the signing of the CARES Act) to prevent, prepare for, and respond to COVID-19; • The funds are not subject to the 60% spending cap on emergency shelter and outreach; • Up to 10 percent of funds may be used for administrative costs, as opposed to the typical 7.5 percent; • The funds are exempt from typical ESG match requirements; • The funds are not subject to the consultation and citizen participation requirements that otherwise apply to ESG, however the City must publish how its allocation has and will be used, at a minimum, on the City's website site or through other electronic media; • That City may deviate from applicable procurement standards when using these funds to procure goods and services to prevent, prepare for, and respond to coronavirus. <p>The funds will be allocated through the ongoing COVID-19 RFP process and are anticipated to support shelter, isolation, and sanitation, as needed.</p>	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: HUD

Other budget impacts: N/A

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: None.

Known challenges/barriers: None.



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods



Services



Department: CHHS

Approving Supervisor: Tim Sigler

Amount of Proposed Expenditure: N/A

Funding Source: U.S. Department of Housing and Urban Developm

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Grant revenue - form attached as required. Expenditure control forms will be completed for all Grantee contracts per City procedure.

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

ORDINANCE NO. C35935

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the Human Services Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	1540-95588-	Human Services Grants Fund	<u>\$ 3,362,228</u>
	99999-33114-99999	Dept. of Housing & Urban Development	
TO:	1540-95588-	Human Services Grants Fund	<u>\$ 2,975,573</u>
	65410-54201-99999	Contractual Services	
	1540-95588-	Human Services Grants Fund	<u>\$ 152,834</u>
	65430-51991-99999	Contra Salaries	
	1540-95588-	Human Services Grants Fund	<u>\$ 56,090</u>
	65430-52991-99999	Contra Benefits	
	1540-95588-	Human Services Grants Fund	<u>\$ 177,731</u>
	65430-54992-99999	Contra Other	

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide funding to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

09/14/2020

Date Rec'd

9/2/2020

Clerk's File #

ORD C35936

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #

OPR 2020-0694

Contact Name/Phone

BREEAN BEGGS 625-6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Ordinance

Requisition #**Agenda Item Name**

0320 - EMERGENCY ORDINANCE REGARDING FLUORIDATION OF CITY WATER

Agenda Wording

Requiring adjustment of the fluoride level in the City water system above the naturally-occurring level in accordance with state and federal law and regulations; enacting new section 13.04.045 of the Spokane Municipal Code; and declaring an emergency

Summary (Background)

This ordinance would begin the process of fluoridating our city water system by setting the policy to do so. The proposed ordinance also requires the water department to implement publicly-accessible locations at which members of the public could access non-fluoridated water at no charge, and provides that the water department will implement the capital facilities portion of this project using grant funds received from private donors.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? YES

Revenue \$ 4,000,000

TBD

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

Study Session\Other

PIES Comm., 8/24/20

Division Director**Council Sponsor**

CP Beggs

Finance

HUGHES, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 8/23/2020

Type of expenditure: Goods ☐ Services ☐

Department: City Council

Approving Supervisor: Breean Beggs

Amount of Proposed Expenditure: \$0

Funding Source: Grant Agreement between City & Arcora Foundat

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

No immediate expenditures necessary - contract authorizes receipt of grant funds.

What are the impacts if expenses are deferred?

No immediate expenditures necessary - contract authorizes receipt of grant funds. However, if receipt of grant funds is not approved, grant offer likely will be rescinded.

What alternative resources have been considered?

N/A

Description of the goods or service and any additional information?

Grant agreement provides \$4,000,000 to help fund the capital costs of implementing community water fluoridation.

Person Submitting Form/Contact: Brian McClatchey, bmcclatchey@spokanecity.c

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

ORDINANCE NO. C-35936

An ordinance requiring the adjustment of the fluoride level present in the City's public water system in accordance with state and federal law, regulations, and recommendations and authorizing a grant agreement to fund the work necessary for such adjustment; enacting a new section 13.04.045 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, there currently exists a public health emergency due to the COVID-19 pandemic, as declared by Governor Inslee, Spokane County, the Spokane Regional Health District, and Mayor Woodward; and

WHEREAS, as a consequence of the COVID-19 pandemic and these public health emergency orders, many people in Spokane have lost income or employment, and have lost or are at risk of losing health and dental care as a result; and

WHEREAS, the first duty of the City of Spokane is to protect and safeguard the public health, welfare, and safety of all people within the limits of the City's jurisdiction; and

WHEREAS, dental conditions are a leading cause of visits by adults to hospital emergency departments and researchers have identified the lack of water fluoridation as a critical factor for why adults visit hospital emergency departments for the treatment of dental disease conditions; and

WHEREAS, all these threats existed for many people in Spokane before the onset of COVID-19, but the pandemic has made them even more apparent and more urgent -- as Dr. Bob Lutz, the County Health Officer points out, "[t]he COVID-19 pandemic has highlighted the connections between inequities of health, society and the economy -- a society with long-standing inequities makes people more susceptible to contracting and dying of this infection"¹; and

WHEREAS, the occurrence of dental disease, like many other diseases, is directly related to low socio-economic status, and oral health is a strong indicator of overall health -- poor oral health can cause pain, loss of time from school or work, negatively impact nutrition, puts people at risk for other health conditions, and has negative impacts on mental health, confidence, social relationships; and

WHEREAS, the Spokane Regional Health District race and ethnicity dashboard shows how COVID-19 is affecting certain racial and ethnic groups more than others in Spokane County - Pacific Islander, Latinx, and Black people are experiencing significantly higher

¹ Dr. Bob Lutz: "COVID has exposed structural racism in public health system," SPOKESMAN-REVIEW, *available at*: <https://www.spokesman.com/stories/2020/aug/09/dr-bob-lutz-covid-has-exposed-structural-racism-in/> (last visited Aug. 9, 2020).

rates of cases, deaths and hospitalizations associated with COVID-19 than white people; and

WHEREAS, Spokane has a race equity gap of 21% when it comes to oral health: 66.7% of white people have had a dentist check up in the past 12 months, while only 45.7% of American Indian/Alaska Natives have had a dentist check-up in the past 12 months, and there is also a similar gap for for Asian-Pacific Islanders; and

WHEREAS, these existing inequities, compounded by the COVID-19 pandemic, together constitute a serious public health emergency such that the City must take a range of immediate actions to improve our public health and help safeguard children who are at increased risk due to the lack of health and dental care access which is being exacerbated by the COVID-19 pandemic; and

WHEREAS, as the Spokesman-Review recently pointed out, “[f]luoride also is a powerful tool to address health care disparities that persist in society. Poor dental health skews toward low-income families and communities of color. They often don’t have dental insurance or personal finances to pay for regular dentist visits”²; and

WHEREAS, although the City is taking actions to respond to the public health and economic impacts of COVID-19, such as funding rental and housing assistance payments, providing financial support to nonprofits, supporting local small businesses which are at risk of permanent closure, we must do more, including taking basic recommended measures to increase the overall level of public health in our community, its resiliency in the face of this and future public health and economic crises, and the protection our community gives to children and all people in Spokane, by immediately authorizing and promptly implementing the fluoridation of the public water supply above the naturally-occurring, existing baseline level; and

WHEREAS, this administrative action is needed now to further counter the pervasive health issues facing our underserved communities – delay is not an option, a fact that leading health providers, insurers, and charitable foundations understand fully, as shown by their unprecedented proposal to grant to the City \$4 million to defray the capital costs required to begin implementing community water fluoridation; and

WHEREAS, the City of Spokane declares that there is an existing public health emergency in Spokane, which goes beyond COVID-19 and declares that the lack of fluoride in our water system is contributing to this serious public health and welfare emergency in our community, the effects of which have a disproportionate impact on low-income communities and communities of color in Spokane and that immediate action by emergency ordinance is warranted.

² Editorial: “It’s time to fluoridate Spokane’s water,” SPOKESMAN-REVIEW, *available at*: <https://www.spokesman.com/stories/2020/aug/09/editorial-its-time-to-fluoridate-spokanes-water/> (last visited Aug. 9, 2020).

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 13.04.045 of the Spokane Municipal Code is amended to read as follows:

Section 13.04.045 Fluoridation Adjustment

- A. The water department shall ensure that the level of fluoride in the City's water supply is at the level recommended by state and federal standards, to ensure the healthful dental effects for persons consuming water from the City's system.
- B. From time to time and as necessary to ensure that the City's water supply meets state and federal recommended standards, the city water department shall take such measures necessary to adjust the fluoride level to maintain the level recommended by state and federal regulations, recommendations, and guidance.
- C. The water department shall also provide a non-fluoridated, publicly-accessible source of drinking water for City residents who do not wish to consume water with an adjusted level of fluoride above the naturally-occurring baseline level as required by this section.
- D. In carrying out the fluoridation adjustment required by this section, the water department shall abide by the terms of the grant agreement authorized by Ordinance C-_____, which provides funding and operational requirements for fluoridation.

Section 2. To carry out the community water fluoridation required by section 1 of this Ordinance, the City hereby approves the Grant Agreement between the ARCORA Foundation and the City, substantially in the form attached to this ordinance as Exhibit A.

Section 3. That the City Council adopts the recitals herein and declares that an urgency and emergency exists such that this ordinance is needed to protect the public health, safety, and/or for the support of existing public institutions, and that because of such need, this ordinance shall be effective immediately, under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ARCORA FOUNDATION AND THE CITY OF SPOKANE
Grant Agreement

1. GRANT AGREEMENT. This Grant Agreement (“Agreement”) is entered by and between ARCORA Foundation, a Washington non-profit corporation (“Foundation”) and the City of Spokane, a Washington municipal corporation (“Grantee” or “City”). The Foundation and Grantee are each a “Party” and, collectively, the “Parties” to this Agreement. The Foundation and Grantee agree as follows.

2. GRANT SUMMARY.

Grantee: The City of Spokane.

Grantee Contact: _____.

Grant Amount: Not to exceed \$4,000,000 (“Grant” or “grant funds”).

Grant Purpose: Fluoridation Project (See Exhibit A).

Grant Period: September 1, 2020 – August 31, 2021.

Agreement Term: September 1, 2020 – August 31, 2040.

3. RECITALS.

3.1 Our community faces significant oral health challenges that disproportionately affect people with low incomes, people of color, people with disabilities, young children, and older adults. Furthermore, the COVID-19 pandemic has exacerbated conditions for our most vulnerable populations. Community water fluoridation reduces dental disease and promotes oral health. Through this Agreement the City accepts grant funds for the capital costs of fluoridating the City’s drinking water, thereby adjusting the levels of naturally occurring fluoride in the City’s drinking water consistent with Washington State Department of Health regulations and the Centers for Disease Control (CDC) recommendations.

3.2 The Foundation is pleased to award this Grant to the City of the improvement of public health in the Spokane community. The Grant and this Agreement is supported by community sponsors, including Empire Health Foundation, Better Health Together, Kaiser Permanente and Molina Healthcare.

3.3 This Agreement supports the planning, design, engineering, construction and operation of a fluoridation system for the City water system (the “Project”). Additionally, the Grant provides for the capital costs for a public access and water availability without the recommended balance of fluoride.

4. GRANT – USE OF GRANT FUNDS. The Foundation makes the Grant to Grantee subject to all terms and conditions of this Agreement. Grantee agrees to use the grant funds during the Grant Period solely for the purposes outlined in Section 5 of this Agreement, including payment of Grantee's staff, engineering and legal services incurred in the Grant Period for the planning, preliminary engineering, engineering report preparation and design engineering for the Project. The grant funds shall be used exclusively for exempt purposes as described in Section 501(c) (3) of the United States Internal Revenue Code. Grantee shall comply with all applicable federal, state, county and municipal laws in conducting the Project and use of the Grant.

5. USE AND CONDITIONS OF GRANT.

5.1 The Grant is to be used to fund Project fluoridation equipment and facilities for the purposes of optimally fluoridating water for the City water distribution system and other related and authorized Project fees, costs and expenses. The level of fluoride added to the water will be in accordance with all applicable federal, state and local requirements. Grantee may not use any of the grant funds for expenditures other than those outlined in Agreement Exhibit A without prior written approval from the Foundation. Grantee will repay to the Foundation any grant funds that are received by Grantee and not expended within the Grant Period. Additionally, failure to maintain fluoridation at the Project consistent with Agreement Exhibit A for a twenty (20) year period from commencement of Project under this Agreement shall result in a default of this Agreement and the a prorated amount of the Grant shall be repaid by Grantee to Foundation: 5% for each year less than 20 years. Provided, however, the repayment obligation under this Agreement Section 5 shall have no application if fluoridation of water banned by federal or State of Washington law or regulation.

5.2 As set forth in Exhibit 5, this Grant is further contingent upon:

5.2.1 Foundation review of final design documents that identify estimated final Project costs;

5.2.2 Grantee initiation of Project; and,

5.2.3 Start-up of optimal fluoridation, in accordance with all applicable federal, state and local requirements.

5.3 Grantee shall notify the Foundation immediately if there are changes in the scope, budget, staffing or timing of the Project or if there are any other developments that significantly affect the operation of the Project or the Grantee. Such notice shall not relieve Grantee of its obligations under this Agreement, except as otherwise approved in writing by Foundation.

5.4 Upon substantial completion of the Project, the Grantee shall fluoridate the domestic water supply from the facility treatment facility for a continuous twenty (20) year period, except for reasonable periods of time for normal maintenance or repair and during such periods that the Grantee is prevented from fluoridating at the facility water supply as a result of force majeure.

6. REPORTS AND RECORDS

6.1 Grantee shall submit interim, reports every six (6) months, and/or tied to key milestones in the Project, describing Project updates and funds expended before the Project is completed. In addition, Grantee shall submit a one-page final report describing the Project and the funds that were expended once the Project is operational.

6.2 The Grantee will keep adequate supporting records to document expenditure of grant funds and of the Project. Grantee will permit representatives of the Foundation to visit Grantee premises and review activities of the Grantee and will permit the Foundation, at its own expense, to conduct an independent financial and/or programmatic audit of the expenditure of this Grant, at Foundation's sole discretion.

7. ACKNOWLEDGEMENT/EVENT/PRESS RELEASES

7.1 The Grantee must seek prior approval of all press releases or other information intended for the media or the public related to the Project. The Foundation shall be invited to any public and media events associated with this Project. Grantee shall provide to Foundation copies of all press releases,

other public announcements of the Grant and any coverage this Grant or the Project receives in newspapers, newsletters, or other publications.

7.2 By executing this agreement, Grantee represents that the IRS determination or information regarding its tax-exempt status submitted to the Foundation has not been revoked or modified and the Grantee has received no indication from the Internal Revenue Service of its intent to revoke or modify such determination. Grantee will notify the Foundation immediately of any significant organizational changes during the term of the Grant, including changes in key personnel or tax status.

8. INDEMNIFICATION

8.1 Notwithstanding anything to the contrary contained in this Agreement, and to the maximum extent permitted by law, the Grantee agrees and covenants to indemnify, defend and hold harmless Foundation and its trustees, officers, members, employees, agents and representatives from and against any and all causes of action, suits at law or equity or claims or demands and any costs, losses, liabilities, damages (including any special, indirect, incidental or consequential damages), judgments, lawsuits, claims and expenses (including without limitation reasonable attorneys' fees and costs), of any nature, whether known or unknown, fixed or contingent, due or to become due, relating to, incurred in connection with, or arising out of any acts or omissions by the Grantee or the operation of the Project, including without limitation any breach of warranty or covenant hereunder. The Grantee's obligations under this Section 8.1 shall not apply to the extent arising solely from Foundation's gross negligence or willful misconduct; provided, however, that to the extent that this Agreement constitutes a "covenant, promise, agreement or understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, purporting to indemnify against liability for damages arising out of bodily injury to persons or damage to property" within the meaning of RCW 4.24.115, the Grantee's obligations under this Section 8.1 shall only apply to the extent of the Grantee's negligence.

8.2 Notwithstanding anything to the contrary contained in this Agreement, to the maximum extent permitted by law, in no event shall Foundation be liable for any damages whatsoever (including, without limitation, direct, consequential, indirect, special, or incidental damages, or damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use the Project, under contract, tort (including negligence) or other cause of action and even if Foundation has been advised to the possibility of such damages.

8.3 This Section 8 and the indemnification herein specifically includes, without limitation, claims brought by the Grantee's employees against Foundation. The foregoing indemnities are expressly intended to constitute a waiver of the Grantee's immunity under Washington's Industrial Insurance Act, Title 51 RCW, to the extent necessary to provide Foundation with a full and complete indemnity from claims made by the Grantee and its Employees, to the extent of their negligence. **The Grantee and Foundation acknowledge that the indemnification provisions of this Section 8 were specifically negotiated and agreed upon by them.**

9. GENERAL

9.1 Choice of Law. This Agreement shall be governed and interpreted according to the laws of the State of Washington. The Parties agree that the Superior Court for Spokane County, in the State of

Washington, shall be the exclusive and proper forum for any action or proceeding, including arbitration, if any, brought under this Agreement. The Parties accept the personal jurisdiction of such court.

9.2 Dispute Resolution. The Parties shall use reasonable, good faith efforts to cooperatively resolve any disputes that arise in connection with this Agreement. When a bona fide dispute arises between the Grantee and Foundation subject to this Section 9.2, each Party shall each notify the other of the dispute, with the notice specifying the disputed issues and the position of the Party submitting the notice. If the Parties are unable to resolve a dispute within ten (10) business days, pursuant to this Section 9.2, either Party may proceed with any remedy available to it at law or in equity.

9.3 Remedies.

9.3.1 Except as otherwise provided for herein, no remedy conferred by any of the specific provisions of the Agreement or available to Foundation is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by Foundation shall not constitute a waiver of the right to pursue other available remedies.

9.3.2 Except as otherwise provided for herein, upon Grantee's satisfaction of its obligations under the Agreement, the Grantee's sole and exclusive remedy from the Foundation shall be the receipt of the Grant.

9.4 Amendments. This Agreement may be amended, supplemented or modified only by a writing dated and signed by both Parties.

9.5 Assignment; Successors. Except as specifically provided in this Agreement, neither Party may assign or transfer this Agreement or any of its right or delegate any of its duties hereunder, without the prior written consent of the other Party. Any attempted assignment, transfer, or delegation in contravention of this Section 9.5 shall be null and void. This Agreement shall inure to the benefit of and be binding on the Parties hereto and their permitted successors and assigns.

9.6 Severability. If any provision of this Agreement is invalid or unenforceable, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

9.7 Waiver. Any failure or delay by either Party to exercise or partially exercise any right, power or privilege hereunder shall not be deemed a waiver of any of the rights, powers or privileges under the Agreement. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written instrument signed by the Parties hereto. No such waiver, modification or deletion in any one instance shall be deemed to be a waiver, modification or deletion of a term or condition in any other instance, whether like or unlike. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

9.8 Entire Agreement. This Agreement, with Exhibit A, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and is not subject to amendment or modification except as provided herein.

9.9 Force Majeure. Neither Party shall be deemed to be in violation of this Agreement if such Party is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitation, acts of God or of any public enemy, elements, flood or other natural disaster not caused by Grantee.

9.10 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties thereto and their respective successors and assigns.

9.11 Section Headings. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement.

9.12 Term and Survival. This Agreement shall remain in force and effect until the earlier of August 31, 2040 or the date twenty (20) years after the date of commencement of fluoridation of the Project consistent with this Agreement. Notwithstanding the foregoing, Sections 8, 9.1 and 9.2 shall survive the termination of this Agreement.

10. EXECUTION AND APPROVAL The undersigned represents and warrants that each is authorized to and executes this Agreement for and on behalf of the identified Party. This Agreement may be executed in multiple counterparts, each of which may be considered an original Agreement.

ARCORA FOUNDATION

THE CITY OF SPOKANE

By _____
Date

By _____
Date

Vanetta Abdellatif
Print Name

Nadine Woodward
Print Name

President and CEO
Title

President and CEO
Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

EXHIBIT A
TO
CITY OF SPOKANE – ARCORA GRANT AGREEMENT

FLUORIDATION PROJECT OUTLINE

GENERAL

The City of Spokane will plan for, design, construct and operate a fluoridation system for a period of 20 years, as set forth in the Grant Agreement. The following is a general outline of the Project, with administrative control of the City's water system and the fluoridation additive resting with the City.

PROJECT

Fluoridation of the City's water system will require the retrofit of each of the City's seven (7) well pump stations to add fluoridation facilities: Well Electric; Parkwater; Ray; Central; Nevada; Grace; and, Hoffman. Each of the well pump stations is unique because of variation in sizes of pumps and buildings. All the wells pump water from the Spokane Valley-Rathdrum Prairie Aquifer. Operation of each well pump is based on demands on the water system. Daily water demand changes greatly throughout the year, from a winter average of about 30 million gallons per day to a summer peak of over 180 million gallons per day.

The City decided preliminarily some years' prior to use fluorosilicic acid to fluoridate the water system. Alternatives methods may be considered. The typical fluoridation system will include a new structure or an addition to the existing pump station to house the following equipment: storage tank with capacity for several months, a day tank to accurately measure fluoride dosage, metering pumps, a residual fluoride analyzer, telemetry and programmable logic controller systems, and safety equipment. The overall average system chemical demand is preliminarily estimated to be 2,878 pounds (288 gallons) per day, or 1,050,340 pounds (105,034 gallons) per year.

Simplifications may be possible and include combining the Grace and Nevada Well Pump Stations so that only one fluoridation facility will be required for them; and at Hoffman, where the demand is low and where the facility is only used to meet peak summer demands, a small fluoridation system using 55-gallon drums is recommended. And, it may not be necessary to provide fluoridation at Hoffman in order to maintain prescribed fluoride levels within the water system, particularly in the vicinity of the well during summer operations.

The control requirements to maintain a constant concentration of fluoride within the water system include: monitoring well pump flow rates to flow pace the metering pumps, measuring the amount of fluoride consumed, and daily inspection of equipment. Data will

need to be recorded on daily basis to assure that an accurate concentration of fluoride is maintained within the water system. The city may choose to add one non-fluoridated tap.

Operator certification is expected to remain at current levels. The City will likely not need to increase its operator certification program. However, it is expected that there will be additional training for operator operation of the facilities. The City may need to add two additional operators to assist with maintenance of the fluoridation facilities.

DISBURSEMENT OF GRANT FUNDS AND REPORTING

ARCORA shall reimburse the City for only those expenditures incurred during the term of this Grant Agreement.

ARCORA shall disburse Grant Funds to the City, as follows:

Design/Review Stage 15%:

- City execution of Grant Agreement 2%
- City execution of Design Contract/Engineering Contract 8%
- City approval of bid specifications and bid notice 5%

Construction Stage 50%:

- Award and notice to proceed 5%
- 25% completion 15%
- 50% completion 15%
- 75% completion 15%

Completion and Implementation Stage 35%:

- City acceptance of substantial completion 15%
- City release of retainage and project close out 10%
- System Operational 10%

Progress Payments and Reporting

ARCORA shall disburse the identified amount of the Grant Funds within thirty (30) days after ARCORA review and approval of City documentation of the Project stages. The City shall provide adequate documentation for ARCORA review. Disbursements shall not be construed as a waiver by ARCORA of any authority to enforce the terms of this Agreement

The City shall provide to ARCORA Project status reports not less than quarterly. Additionally, the City shall provide to ARCORA an audited final financial report within ninety (90) days of the commencement of operation of the community fluoridation system. The City shall promptly return within sixty (60) days to ARCORA any unexpended funds that have not been accounted for in the financial report.

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

09/14/2020

Date Rec'd

9/3/2020

Clerk's File #

ORD C35938

Renews #Submitting Dept

TAX & LICENSING/AUDIT

Cross Ref #Contact Name/Phone

TONYA WALLACE X6585

Project #Contact E-Mail

TWALLACE@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0860 - FOR-HIRE TRANSPORTATION AMENDMENTS

Agenda Wording

An ordinance relating to amendments to the For Hire Transportation sections of SMC chapter 04.04.02 and chapter 10.34A, amending sections 04.04.020, 10.34A.020, 10.34A.080, 10.34A.140, 10.34A.170 and 1034A.220 of the Spokane Municipal Code.

Summary (Background)

SMC 10.34A became effective in January of 2019, extending the City of Spokane's police power to safeguard the health, safety, and welfare of Spokane citizens to include all for-hire vehicles - Taxi and Transportation Network Companies. This ordinance is to provide minor revisions and updates to facilitate the feasible application, audibility, and enforcement of the SMC.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

HENSLEY, JACOB A.

Study Session\Other

PSCH Committee - 8/31

Division Director

WALLACE, TONYA

Council Sponsor

Karen Stratton

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

jahensley@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Tax&Licenses@spokanecity.org

Additional Approvals

mredd@spokanecity.org

Purchasing

mroberge@spokanepolice.org

Briefing Paper

PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE

Division & Department:	Finance, Treasury and Administration – Taxes and Licenses
Subject:	For-Hire Transportation Ordinance Amendments
Date:	08/31/2020
Contact (email & phone):	jahensley@spokanecity.org ; 625-6074 (Jake Hensley, Treasury)
City Council Sponsor:	Manager)
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	An ordinance relating to amendments to the For Hire Transportation sections of SMC chapter 04.04.02 and chapter 10.34A, amending sections 04.04.020, 10.34A.020, 10.34A.080, 10.34A.140, 10.34A.170 and 10.34A.220 of the Spokane Municipal Code
Strategic Initiative:	
Deadline:	September 7 th Advance agenda, September 14 th Council Meeting
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:

- SMC 10.34A became effective in January of 2019, extending the City of Spokane’s police power to safeguard the health, safety, and welfare of Spokane citizens to include all for-hire vehicles – Taxi and Transportation Network Companies
 - Throughout 2019 and at the March 2nd, 2020 Public Safety Meeting, Finance proposed amendments critical for the operational feasibility of licensing and policing SMC 10.34A.
 - COVID-19 and resulting limitations on staff’s ability to carry out in-person transactions necessitate expediting amendments to the SMC, as over 600 Drivers are expected to renew their licenses, at City Hall, by October 31st.

Executive Summary:

Key Changes -

- 10.34A.140 (B) License Issuance; Expiration – “All licenses required by this chapter shall expire each year on October 31st.”
 - *Change requirement for Driver Licenses to expire “from date of issuance”*
- 10.34A.080 (C) For-Hire Driver Licenses – “Taxi driver applicants must also provide copy of their for-hire endorsement issued by the Washington State Department of Licensing”
 - *This requirement should be moved to 10.34A.090 Vehicle Requirements, as the endorsement is for the vehicle*
- 10.34A.080 (F) For-Hire Driver Licenses – a change that “driver compliance records are retained by the For-Hire Operator”.
 - *It is the For-Hire Operator’s responsibility to obtain and retain certain records of compliance. It is the City’s responsibility to audit compliance.*
- 10.34A.080 A(8) – an addition to the requirement, that the “that the applicant is, or is in the process of becoming, affiliated with one or more TNCs. or Taxi Associations”
- 10.34A.090 (4) Vehicle Requirements – omission of “emissions testing” requirement.
 - *Emissions testing is no longer required in Washington state*

- 10.34A.020 (J) Definition for “For-Hire Vehicle” – States that “For-Hire Vehicle...does not include...medical cars or medical transports”, however, medical cars or medical transports are not defined in the ordinance.
 - *Add definition for “medical cars and medical transports” under 10.34A.020*
- 10.34A.220 (5) Violations – “fail to maintain the telephone number, web page, and email address as required by SMC 10.34A.090 and 10.34A.100”
 - *Modify to read “fail to maintain contact information provided in the application process”*
- 10.34A.170 (A) Audits – language modification to allow better auditability of compliance.

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

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: n/a



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 9/1/20

Type of expenditure: Goods ☐ Services ☐

Department: 0860

Approving Supervisor: Tonya Wallace

Amount of Proposed Expenditure: NA

Funding Source: NA

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

NA

What are the impacts if expenses are deferred?

NA

What alternative resources have been considered?

NA

Description of the goods or service and any additional information?

NA

Person Submitting Form/Contact: Jake Hensley

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

DRAFT 9/3/2020

ORDINANCE C35938

An ordinance relating to amendments to the For Hire Transportation sections of SMC chapter 04.04.02 and chapter 10.34A, amending sections 04.04.020, 10.34A.020, 10.34A.080, 10.34A.140, 10.34A.170 and 10.34A.220 of the Spokane Municipal Code.

WHEREAS, If it necessary to amend and strengthen the existing For-Hire Transportation sections of the Spokane Municipal Code, to ensure that it keeps-evolving best practices;

WHEREAS, the City of Spokane declares that there is an emergency to have all for-hire operators and TNC drivers and vehicles licensed in October of this year under the proposed amendments of this ordinance and that immediate action by emergency ordinance is warranted.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 04.04.030 of the Spokane Municipal Code is amended to read as follows:

Chapter 04.04 Special Administrative Procedures – Licensing

Section 04.04.020 Activities Requiring Registrations and Licenses

- A. A person, including principals and agents, needs a current and valid license issued under this chapter to begin or to continue, directly or indirectly, any activity provided for in [Division II of Title 10 SMC](#), whether as a commercial business or for nonprofit or charitable purposes.
- B. Persons pursuing ordinary vocations and businesses on private property by private means need a class I license and registration, for such activities as:
 - 1. peddling merchandise, and
 - 2. solicitation of money or things of value.
- C. Persons conducting activities which have a potential to cause social or economic evil, or useful occupations which may under certain circumstances become a public or private nuisance offensive or dangerous to health, safety, morals, or good order, need a class II license for such activities as:
 - 1. maintaining places and devices of amusement, including teen clubs, cabarets, and entertainment facilities;
 - 2. keeping of animals;
 - 3. building relocation;
 - 4. certain contracting;
 - 5. commercial use and sale of fireworks;
 - 6. private or special police;

7. dealing in used goods;
 8. operating for-hire vehicles. ~~The for-hire license shall be issued by the City of Spokane taxes and licenses division to coincide with issuance of the business registration through the Washington State business license service. The for-hire license will have the same renewal date as the business regulation.~~
- D. Persons claiming a private right in or making extraordinary use of public property need a class III license for such activities as:
1. moving buildings;
 2. operating cable television;
 3. certain contracting;
 4. collecting garbage or commercial recyclables ([SMC 13.02.0204](#));
 5. distributing natural gas;
 6. maintaining mechanical newspaper vendors;
 7. parades, special events, and demonstrations;
 8. operating telephone and telegraph equipment;
 9. operating sidewalk cafes; and
 10. doing commercial tree work.

Section 2. That section 10.34A.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.34A.020 Definitions

- A. "Active" means a for-hire vehicle which is in use, connected to, or shown as either active on a transportation network company's digital network or application, or publicly shown to be in use or available for use by or for a taxi operator.
- B. "Affiliated" means a commercial, contractual, or employment relationship between a for-hire driver and a for-hire operator for the provision of for-hire transportation services, or an independent contractor relationship between a transportation network company driver and a transportation network company for the provision of transportation network company services.
- C. "Compensation" means remuneration or anything of economic value that is provided, promised, or donated primarily in exchange for for-hire transportation services rendered.
- D. "Complaint" means an allegation, made by any person and received by the license officer, a law enforcement officer, or a for-hire operator that this chapter may have been violated, but does not include a digital network rating or comments made in connection therewith.

- E. "Controlled substances" has the same meaning as stated in RCW 69.50.101(e).
- F. "Digital network" means any online-enabled technology application service, web site, or system, offered or used by a for-hire operator, that enables the prearrangement of passenger rides for compensation.
- G. "Electric vehicle" means a vehicle which is powered at least partially by battery power and recharged from the electric grid.
- H. "For-hire driver" means a natural person who drives a for-hire vehicle in affiliation with a for-hire operator for compensation on the streets of the city of Spokane.
- I. "For-hire operator" means an entities or individual, such as taxi operators, taxi associations, and transportation network companies, which affiliate with for-hire drivers to provide for-hire transportation services.
- J. Medical cars and medical transports are defined as vehicles used interchangeably to mean any vehicle used for the transportation or delivery of medical items including without limitation blood, x-rays, prescriptions and supplies and not used for transportation of passengers.
- K. "For-hire vehicle" means a vehicle used for the transportation of passengers for compensation upon the streets of the City of Spokane; provided, this definition does not include:
 - 1.buses operating under a City franchise;
 - 2.hearses and vehicles used exclusively for carrying pallbearers;
 - 3.ambulances and other emergency medical transport vehicles regulated by chapter 10.47 SMC;
 - 4.medical cars or medical transports as defined in this chapter;
 - 5.vehicles operating on regularly scheduled routes to points outside the City;
 - 6.vehicles used to provide courtesy transportation at no charge to and from parking lots, hotels, rental offices, and airports;
 - 7.ride-sharing vehicles under chapter 46.74 RCW;
 - 8.vehicles used by nonprofit transportation providers for elderly or handicapped persons and their attendants under chapter 81.66 RCW;
 - 9.vehicles used by auto transportation companies licensed under chapter 81.68 RCW;

10. vehicles used by charter party carriers of passengers and excursion service carriers licensed under chapter 81.70 RCW; or

11. limousine carriers licensed under chapter 46.72A RCW.

K. "Individual driver records" means records collected or maintained by a for-hire operator concerning an affiliated driver to ensure compliance with this chapter.

L. "Individual trip records," "trip reports," and "trip sheets" are used interchangeably to mean a record, for each ride, provided by each for-hire driver of:

1. The ride date, time, origin and destination ZIP codes, and distance;

2. Whether the trip was declined by the driver or canceled by the passenger.

M. "Licensee" means an individual or entity holding a license required by this chapter.

N. "License officer" means the City's chief financial officer or designee, who is the designated license officer for purposes of chapter 04.04, SMC.

O. "Prearranged" means a ride in a for-hire vehicle that is scheduled and confirmed prior to passenger pick-up, whether by phone, radio, computer, or digital network.

P. "Ride miles" means the total number of miles driven in a calendar year by all drivers affiliated with a transportation network company and originating within the Spokane city limits.

Q. "Surge pricing" and "demand pricing" are used interchangeably to mean a premium rate charged for for-hire transportation services during periods of high demand.

R. "Taxicab," "cab," and "taxi" are used interchangeably to mean a for-hire vehicle held out to the public as providing transportation for passengers and/or articles for compensation and:

1. where the route traveled or destination is controlled by the customer;

2. that carries signs or indicia of a "taxi," "taxicab," or "cab" and is equipped as described in SMC 10.34A.090;

3. where the fare is based on an amount recorded and indicated on a taximeter or by a special contract rate; and
 4. where the vehicle is dispatched by radio or cell phone, or the ride is obtained by the use of a street hail.
- S. "Taxi Association" means a person or entity that represents, owns, or operates multiple taxicabs under common branding in the city of Spokane.
- T. "Transportation network company" or "TNC" means an individual or entity that operates in the city of Spokane either on its own behalf or through affiliated for-hire drivers, and exclusively uses a digital network to connect passengers with transportation network company drivers to prearrange rides for compensation.
- U. "Transportation network company driver" or "TNC driver" means a for-hire driver who:
1. Is dispatched via a transportation network company's digital network; and
 2. Offers or provides a prearranged ride to passengers or articles through a digital network controlled by a transportation network company for compensation.
- V. "Transportation network company services" means services provided by a transportation network company driver while logged in to a transportation network company's digital network or providing a prearranged ride. The term does not include local public passenger transportation service as described in RCW 35.58.250 or services provided either directly or under contract with a political subdivision or other entity exempt from federal income tax under 26 U.S.C. 115 of the Internal Revenue Code of 1986, as amended.
- W. "Taximeter" means a device by which the charge for the hire of a taxicab is mechanically measured or calculated based upon a combination of mileage traveled and time elapsed.
- X. "Waiting time" means all times when a taxicab is:
1. standing at the direction of a person who has engaged it; and

2. not in motion or traveling at such a slow speed that the time rate exceeds the mileage rate.
- Y. "Work shift" means the amount of time a for-hire driver is on duty to operate a for-hire vehicle. A single work shift shall not exceed twelve (12) consecutive driving hours and work shifts shall be separated by a minimum break of six (6) hours. Where the for-hire driver is an independent contractor affiliated with a TNC, the driver shall not provide transportation network company services for more than twelve (12) consecutive hours. After twelve (12) consecutive hours, any such driver shall not provide transportation network services for a minimum of six (6) consecutive hours.

Section 3. That section 10.34A.080 of the Spokane Municipal Code is amended to read as follows:

Section 10.34A.080 For-Hire Driver Licenses

- A. Application for a for-hire driver license shall be made to the license officer with payment of the required fee as stated in SMC 08.02.0210. In addition to the requirements of SMC 4.04.030, an applicant for a for-hire driver license must attest, under penalty of perjury, to the following:
1. Applicant's name, date of birth, and address;
 2. whether the applicant was previously licensed as a for-hire driver and, if so, the jurisdiction and dates of licensure and the license number, as well as the current status of such license;
 3. that the applicant is a licensed driver, at least twenty (20) years old, and with at least twelve (12) months' driving history;
 4. that the applicant has not been convicted of more than three (3) moving violations within the previous three (3) years and has no pending charge for failure to appear;
 5. that the applicant has passed a background check as required by SMC 10.34A.050;

6. that the applicant either (i) complies with the requirements of Spokane Municipal Code chapter 8.01, as applicable, or (ii) identifies a licensed for-hire operator by whom the applicant is employed;
 7. the make, model, year, license plate number, and vehicle identification number, of each vehicle the applicant will use for for-hire transportation services; and
 8. ~~for TNC driver applicants~~, that the applicant is, or is in the process of becoming, affiliated with one or more TNCs or Taxi Associations.
- B. Applications must also provide two (2) recent color photographs to be incorporated into the applicant's license.
- ~~C. Taxi driver applicants must also provide a copy of their for-hire endorsement issued by the Washington State Department of Licensing.~~
- D. The license officer may deny a for-hire driver license or renewal of such license to any person who does not comply with each provision of SMC 10.34A.080(A). When determining whether to deny a for-hire driver license, the license officer may consider the following factors:
1. the nature and severity of any offense(s) for which the applicant has been convicted;
 2. the amount of time elapsed since the conviction(s), if any;
 3. the number and type of passenger complaints, if any, within the twelve (12) months preceding the application for a license renewal and the type and character of the complaints; and
 4. any information related to the individual's rehabilitation or other mitigating factors post-conviction, if applicable.
- E. If the license officer denies a for-hire driver license application or renewal application, the license officer must immediately inform the applicant and the for-hire operator with whom the applicant is, or is to be, affiliated of the denial decision, pursuant to SMC 04.04.050, and shall provide the applicant an opportunity to request a hearing to respond to the notice and introduce any evidence to refute or mitigate the denial. If the applicant requests a hearing pursuant to SMC 04.04, the applicant may (for renewal applications) continue to provide for-hire transportation services pending a final decision by the license officer. Appeals of licensing decisions under this chapter are conducted pursuant to SMC 04.04.100.
- F. Records of driver compliance are retained by the For-Hire Operator the driver is affiliated with.

Section 4. That section 10.34A.090 of the Spokane Municipal Code is amended to read as follows:

Section 10.34A.090 Vehicle Requirements – Taxis

A. Each taxi operator shall provide annual certification to the license officer, for each affiliated vehicle, of:

1. The name and address of the owner of the vehicle;
2. The make, model, year of manufacture, color, motor or vehicle identification number, and state motor vehicle license number of the vehicle;
3. An insurance binder for the vehicle, naming the City as an additional insured, providing coverage for the term of the license applied for, in the minimum amounts of:
 - a. One hundred thousand dollars (\$100,000) for any recovery for death or personal injury by one person;
 - b. Three hundred thousand dollars (\$300,000) for aggregate personal injuries or deaths in any one occurrence; and
 - c. Twenty-five thousand dollars (\$25,000) for damage to property.

The insurance liability limits herein shall be subject to automatic increase if the minimum coverage required by state law is increased for state for-hire vehicle permits, pursuant to chapter 46.72 RCW. Such policy shall provide minimum thirty (30) days' written notice to the City of the cancellation of the policy or change in the liability limits;

- ~~4. A certificate of a satisfactory emissions test conducted by the department of ecology;~~

4. Compliance with the vehicle inspection requirements of SMC 10.34A.060; and

5. Current and valid taxi meter registration.

B. Each taxi must certify to the licensing officer that its associated vehicles have the following equipment and identification:

1. The for-hire vehicle number in non-removable figures at least two (2) inches high and of a color which contrasts with the vehicle color on both rear quarter panels and on the right side of the rear trunk. The vehicle number shall also be placed on the inside of the passenger compartment so as to be clearly visible to the passenger;
 2. The name of the for-hire operator licensee with which the vehicle is affiliated printed in letters at least two and one-half (2 ½) inches high on both sides;
 3. The current year license decal on the left side of the rear window, or if a license plate is used, installed on the left side of the rear trunk;
 4. The schedule of rates of fare conspicuously on the exterior of the vehicle and on a notice typewritten upon a contrasting background in at least twenty-four-point type posted in the passenger compartment. Where more than one rate is charged, both the interior and exterior notices must clearly specify when and/or under what conditions the respective rates will apply and must be clearly visible at all times;
 5. A contact telephone number;
 6. A taxi meter mounted so as to be clearly readable by passengers which is sealed and accompanied by proof of registration in accordance with this chapter and regulations adopted by the Washington state department of agriculture;
 7. proper and serviceable seat belts for every passenger;
 8. Identical logo or trade name identification for all vehicles associated with the same taxi operator, though the vehicles need not be the same color; and
 9. a top light that clearly indicates when the taxi is in service, with an on/off switch that can be controlled by the driver.
10. Tax vehicle applicants must also provide a copy of their for-hire endorsement issued by the Washington state department of licensing for each vehicle.

Section5. That section 10.34A.140 of the Spokane Municipal Code is amended to read as follows:

Section 10.34A.140 License Issuance; Expiration; Non-Transferability; Disclosure and Display

- A. Upon issuance of a for-hire driver license, the license officer shall incorporate one of the applicant's photographs into the license, along with licensee's name and assigns a number to the license. The other photograph is kept on file by the licensing officer.
- B. All for-hire operator and for hire vehicles licenses required by this chapter shall expire from the date of issuance each year on October 31st. Licensing fees for the current year may be prorated beginning with the first day of the month after the application is complete and all required documents submitted to the licensing officer.
- C. For hire drivers licenses required by this chapter shall expire one year from date of issuance.
- D. For-hire licenses issued under this chapter are not transferable.
- ~~D.~~ Every holder of a for-hire driver license issued under this chapter shall display such license in a conspicuous place such as (for drivers) inside the vehicle and clearly visible from the passenger compartment at all times. For TNCs, the TNC's digital network and/or web site must display the name and photograph of the TNC driver and the license plate number of the TNC vehicle to the potential passenger before the passenger enters the vehicle.
- ~~E.~~ All for-hire drivers must, at all times in which the driver is providing for-hire transportation services or (in the case of TNCs) active on the TNC's system, display in a manner that is visible to the passengers, a copy of the for-hire driver license.

Section 6. That section 10.34A.170 of the Spokane Municipal Code is amended to read as:

Section 10.34A.170 Audits

- A. To ensure compliance with this chapter, the licensing officer may, no more than two (2) times per calendar year, conduct audits to inspect records concerning up to twenty-five (25) drivers randomly selected by the licensing officer who are affiliated with, associated with, or employed by the for-hire operator and who have provided rides originating within licensed with the city of Spokane ~~within the last ninety (90) days~~ in the last calendar year.

- B. To comply with this section, within twenty (20) calendar days of receiving a written request from the licensing officer to review records required to be kept by this chapter, the for-hire operator receiving the request must transmit the requested records to the licensing officer via a secure delivery method, which may, at the for-hire operator's discretion, include the use of electronically encrypted delivery or a secure commercial delivery service.
- C. Notwithstanding the restrictions of SMC 10.34A.170(A), the City (whether through the licensing officer or law enforcement) may require a for-hire operator to produce records directly related to an active investigation or a specific complaint or allegation of a violation of this chapter, pursuant to applicable law.
- D. Noncompliance with this section is sufficient cause for the licensing officer to suspend the operator's license until the operator comes into compliance.
- E. With the exception of reports of crimes against or by drivers, all records furnished by a for-hire operator to the licensing officer for audit purposes shall exclude information that would personally identify specific passengers.

Section 7. That section 10.34A.220 of the Spokane Municipal Code is amended to read as follows:

Chapter 10.34A For-Hire Transportation

Section 10.34A.220 Violations

- A. A violation of this chapter is a Class 1 civil infraction. A fourth or subsequent violation of SMC 10.34A.220(C)(12) is a misdemeanor.
- B. It is a violation of this chapter for any for-hire operator to:
 - 1. fail to keep records, trip sheets, vehicle maintenance records, dispatch records, accident reports for each affiliated for-hire vehicle as required by this chapter;
 - 2. fail to require any affiliated for-hire driver to provide proof of licensure as required by this chapter prior to providing for-hire transportation services in affiliation with the for-hire operator;
 - 3. fail to maintain the operational policies required by this chapter;
 - 4. fail to require affiliated for-hire drivers to limit work shifts to no more than twelve (12) consecutive driving hours with a break of at least six (6) hours

between shifts. Where the for-hire driver is an independent contractor affiliated with a TNC, the driver shall not provide transportation network company services for more than twelve (12) consecutive hours. After twelve (12) consecutive hours, any such driver shall not provide transportation network services for a minimum of six (6) consecutive hours.

5. fail to maintain contact information provided in the application process ~~the telephone number, web page, and email address~~ as required by SMC 10.34A.090 and 10.34A.100; or
6. engage in any unfair or deceptive acts or practices or any manipulative or coordinated practices designed to evade the licensing officer or law enforcement.

C. It is a violation of this chapter for any for-hire driver to:

1. commit more than three (3) traffic infractions in any twelve-month period;
2. commit reckless driving, hit and run, or driving or being in physical control of a vehicle while under the influence of alcohol or controlled substances;
3. allow a person to alight from a vehicle while it is in motion or discharge a passenger at any place other than the curb or pavement edge;
4. knowingly allow a passenger to consume alcohol or controlled substances while in the vehicle;
5. transport a passenger to a destination by a route that is not the safest and most direct, unless the passenger specifically authorizes such alternate or indirect route;
6. pick up any additional passengers without the express consent of the original passenger;
7. violate the non-discrimination provisions of this chapter;
8. engage in any unfair or deceptive acts or practices or any manipulative or coordinated practices designed to evade the licensing officer or law enforcement;
9. fail to report any accident involving a for-hire vehicle while in service as a for-hire vehicle to the police and the licensing officer;
10. fail to provide licensing documentation on request by a police officer or the licensing officer;

11. use tobacco products inside a for-hire vehicle or to allow a passenger to use tobacco products inside a for-hire vehicle;
12. drive a for-hire vehicle without a for-hire driver license;
13. consume alcohol within six (6) hours prior to driving a for-hire vehicle, or while driving a for-hire vehicle, or to be under the influence of alcohol or any prescription medication that would impair the driver, or to use or be under the influence of any illegal substance/drugs;
14. Where the for-hire driver is an independent contractor affiliated with a TNC, the driver shall not provide transportation network company services for more than twelve (12) consecutive hours. After twelve (12) consecutive hours, any such driver shall not provide transportation network services for a minimum of six (6) consecutive hours; or
15. fail to display the for-hire driver license in a manner that is visible to the passenger.

D. In addition to the violations stated in SMC 10.34A.220(C), it is a violation of this chapter for a taxi driver to:

1. activate a taximeter when the vehicle is not engaged or fail to activate the taximeter at the beginning of each trip, unless the trip is made under contract; or
2. activate equipment indicating the vehicle is engaged when it is not, or fail to activate such equipment when the vehicle is engaged.

E. In addition to the violations stated in SMC 10.34A.220(C), it is a violation of this chapter for any TNC driver to:

1. seek or accept street hails; or
2. engage in any unfair or deceptive acts or practices or any manipulative or coordinated practices designed to evade the licensing officer or law enforcement;

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

SMC 10.34A FOR-HIRE AMENDMENTS

PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE

AUGUST 31, 2020



Objectives

1. Review proposed amendments
2. Seek Council Approval on September 14th

AMENDMENTS

SMC	Current	Amended
10.34A.140(B) – License Issuance	ALL licenses expire on Oct 31 st	For-Hire Operator and Vehicle Licenses will continue to expire on Oct 31 st . For-Hire Driver Licenses will expire 1 year from date of issuance.
10.34A.080 A(8) – For-Hire Driver Licenses	Applicant must attest...”for TNC driver applicants, that the applicant is, or is in the process of becoming, affiliated with one or more TNCs .”	Applicant must attest...”that the applicant is, or is in the process of becoming, affiliated with one or more TNCs or Taxi Associations .”
10.34A.080 (F)		“Records of driver compliance are retained by the For-Hire Operator the driver is affiliated with.”

AMENDMENTS

SMC	Current	Amended
10.34A.170 (A) – Audits	“To ensure compliance...the licensing officer may, no more than two (2) times per calendar year, conduct audits to inspect records concerning up to twenty-five (25) drivers randomly selected by the licensing officer who are affiliated with, associated with, or employed by the for-hire operator and who have provided rides originating within the city of Spokane within the last ninety (90) days. ”	“To ensure compliance...the licensing officer may, no more than two (2) times per calendar year, conduct audits to inspect records concerning up to twenty-five (25) drivers randomly selected by the licensing officer who are affiliated with, associated with, or employed by the for-hire operator and who have licensed with the city of Spokane within the last calendar year. ”


AMENDMENTS

SMC	Current	Amended
10.34A.080 (C) – For-Hire Driver Licenses	“Taxi driver applicants must also provide copy of their for-hire endorsement issued by the Washington State Department of Licensing”	Move to 10.34A.090 – Vehicle Requirements. The endorsement pertains to the vehicle.
10.34A.090 (4) – Vehicle Requirements	“A certificate of a satisfactory emissions test conducted by the department of ecology”	Omit – Emissions testing is no longer required in WA State.

AMENDMENTS

SMC	Current	Amended
10.34A.020 (J) - Definitions		<u>ADDED</u> – “Medical cars and medical transports are defined as vehicles used interchangeably to mean any vehicle used for the transportation or delivery of medical items including without limitation blood, x-rays, prescriptions and supplies and not used for transportation of passengers.”
10.34A.220 (5) - Violations	“fail to maintain the telephone number, web page, and email address as required by SMC 10.34A.090 and 10.34A.100”	“fail to maintain contact information provided in the application process as required by SMC 10.34A.090 and 10.34A.100”

End

 Agenda Sheet for City Council Meeting of* 09/14/2020 <input type="text"/> <input type="button" value="v"/> Briefing date: 09/14/2020 Status: DIVISION FINANCE LEGAL REVIEW		? Date Rec'd (Clerk use only) 9/4/2020
		? Clerk's File # RES 2020-0066
		? Renewals #
Submitting Dept*:	FLEET OPERATIONS <input type="text"/> <input type="button" value="v"/>	? Cross Ref #
Contact Name & Phone*:	DAVID PAINE 625-6878	? Project #
? Contact E-Mail*	DPAINE@SPOKANECITY.ORG	? Bid #
? Add'l Docs Attached? <input type="checkbox"/>	Resolutions <input type="text"/> <input type="button" value="v"/>	? Requisition # CR 218960
? Agenda Item Name: Begin with Dept # 5100-CLEAN ENERGY		
? Agenda Wording*: (8 character max) <input type="checkbox"/> Additional attached? Fleet Services would like to contract with Clean Energy for repairs and maintenance of the City of Spokane CNG Refueling Station. This is a sole source contract for \$250,000 a year. Contract will be 1 year with 4 additional one-year renewals.		
? Summary (Background)*: (141 character max.) <input type="checkbox"/> Additional attached? Clean energy is the sole provider of CNG for the refueling station that fuels all of our CNG vehicles and is also the sole servicer of the site. We recommend approval of a contract with Clean Energy for repairs and maintenance of the City of Spokane CNG Refueling Station for the Fleet Department. Funding for this is available in the Fleet Department Budget.		
? Fiscal Impact Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>		
Budget Account <input type="checkbox"/> Additional attached?		
Expense <input type="button" value="v"/> \$	250,000.00	# 5100-71700-48348-54201-99999
Select <input type="button" value="v"/> \$		#
Select <input type="button" value="v"/> \$		#
Select <input type="button" value="v"/> \$		#
? Approvals		? Council Notifications (Date) <input type="checkbox"/> None
Dept Head	PAINE, DAVID	Study Session / Other 8/31/20
Division Director		Council Sponsor Breann Beggs
Finance	ORLOB, KIMBERLY	? Distribution List (Emails preferred) <input type="checkbox"/> Additional?
Legal	ODLE, MARI	mmartinez, tprince
For the Mayor		
? Additional Approvals		
Purchasing		
Select Dept 1 <input type="button" value="v"/>		
Select Dept 2 <input type="button" value="v"/>		
Select Dept 3 <input type="button" value="v"/>		
<div> <input type="button" value="Save"/> <input type="button" value="Cancel"/> <input type="button" value="View Related Documents"/> </div>		

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Finance, Fleet Services
Subject:	Contract with Clean Energy for CNG Station
Date:	August 31, 2020
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to contract with Clean Energy for repairs and maintenance of the City of Spokane CNG Refueling Station. This is a sole source contract for \$250,000 a year. Contract will be 1 year with 4 additional one-year renewals.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> Clean energy is the sole provider of CNG for the refueling station that fuels all of our CNG vehicles and is also the sole servicer of the site. <u>Action</u> <ul style="list-style-type: none"> We recommend approval of a contract with Clean Energy for repairs and maintenance of the City of Spokane CNG Refueling Station for the Fleet Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is available in the Fleet Department Budget. 	
Budget Impact: 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: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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:	



Expenditure Control Form

All Expenditures \$100,000 or more

Today's Date: 8/25/20	Type of expenditure: Goods and Services
Department: Fleet	
Approving Supervisor: David Paine	
Amount of proposed Expenditure: \$250,000	
Funding Source: General Fund	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
Why is this expenditure necessary now?	
This expenditure is necessary now as the current contract with Clean Energy is expiring in September 2020. The City needs to be able to fuel the CNG vehicles and keep the station maintained refueled.	
What are the impacts if expenses are deferred?	
If expenses are deferred, the CNG units we do have will not have CNG to fuel them and therefore will not be able to run and perform their duties.	
What alternative resources have been considered?	
There are no alternative resources as no other companies offer these services in our area.	
Description of the goods or service and any additional information.	
The Clean Energy would be for repairs and maintenance of the City of Spokane CNG Refueling Station. This is a sole source contract for \$250,000 a year. Contract will be 1 year with 4 additional one-year renewals.	
Person Submitting Form/Contact: Micaela Martinez 655-0959	
CITY ADMINISTRATOR APPROVAL: Yes <input type="checkbox"/> No <input type="checkbox"/>	BUDGET APPROVAL: Yes <input type="checkbox"/> No <input type="checkbox"/>

RESOLUTION 2020-0066

A resolution declaring Clean Energy (Newport Beach, CA) a sole source provider for repairs and maintenance of the City of Spokane CNG Refueling Station to be used on an "as needed" basis for an annual estimated expenditure of \$250,000.00 including tax.

WHEREAS, Clean Energy installed the City of Spokane's CNG Refueling System and was awarded the first five (5) year maintenance contract; and

WHEREAS, in 2019 Fleet and Purchasing conducted market research to identify other potential vendors who could supply the same service, none were identified; and

WHEREAS, in the Fall of 2019 Asset Management sent out an RFP to identify other vendors who would be qualified to expand the capability of the City's CNG Refueling System and there was only one (1) vendor, Clean Energy; and

WHEREAS, the estimated annual expenditure for repairs and maintenance of the City of Spokane's CNG Refueling System Exceeds the 2020 public bid limit of \$50,000 – Now, Therefore,

BE IT RESOLVED by the City Council of the City of Spokane that it hereby declares CLEAN ENERGY a sole source for repairs and maintenance services to be purchased on an "as needed" basis for a period of one (1) year for \$250,000.00 estimated annual expenditure including tax with an optional additional two (2) one-year renewals.

ADOPTED BY THE CITY COUNCIL ON _____.

City Clerk

Approved as to form:

Assistant City Attorney

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

08/31/2020

<u>Date Rec'd</u>	8/20/2020
<u>Clerk's File #</u>	ORD C35932
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ELDON BROWN 625-6305
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	4700 - ORDINANCE AMENDING ORDINANCE C34840

Agenda Wording

An ordinance amending Ordinance C-34840 that vacated the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley

Summary (Background)

City Council passed the vacation Ordinance on January 14, 2013. At that time standard language regarding emergency access was placed in the ordinance. Adjacent property owners feel that this statement will affect having a clear title and would like the statement removed.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	DUVALL, MEGAN
<u>Division Director</u>	BECKER, KRIS
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	RICHMAN, JAMES
<u>For the Mayor</u>	CRAGO, WES
Additional Approvals	
<u>Purchasing</u>	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route ALL requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods



Services



Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35932

An ordinance amending Ordinance C-34840 that vacated the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley

WHEREAS, a petition for the vacation of the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the Alley between Cowley Street and Grant Street from East Riverside Avenue South to Alley in the southwest $\frac{1}{4}$ of Section 17 Township, 25 North, Range 43 East, is hereby vacated. Alley is more fully described as Lot 11, Block 5, First Addition to Third Addition to Railroad which was dedicated for alley purposes. Parcel number not assigned.

~~Section 2. Adequate emergency vehicle access shall be maintained to existing and future buildings.~~

~~Section 3. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to (one-half or full) the assessed value of the area herein vacated.~~

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date:_____

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

09/14/2020

Date Rec'd

9/2/2020

Clerk's File #

ORD C35939

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Cross Ref #

ORD C32481

Contact Name/Phone

ELDON BROWN 625-3605

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

FIRST READING ORDINANCE

Requisition #**Agenda Item Name**

4700 - AMENDING WISCOMB ORDINANCE C-32481

Agenda Wording

An ordinance amending Ordinance C32481 passed by City Council on August 30, 1999, that amended Ordinance C29198 passed by City Council September 6, 1988, pertaining to the vacation of Wiscomb Street

Summary (Background)

The property owner would like to release easements encumbering their property that were previously established by the City when Wiscomb St. was vacated. Public and private utility companies have been contacted and there are no objections to this release.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

BECKER, KRIS

Study Session\Other

Urban Dev. 7-13-2020

Division Director

BECKER, KRIS

Council Sponsor

CP Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

RICHMAN, JAMES

kbecker@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

edjohnson@spokanecity.org

Additional Approvals

mvanderkamp@spokanecity.org

Purchasing

ebrown@spokanecity.org

rthompson@spokanecity.org



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

City of Spokane
Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35939

An ordinance amending Ordinance C32481 passed by City Council on August 30, 1999, that amended Ordinance C29198 passed by City Council September 6, 1988, pertaining to the vacation of Carlisle Avenue.

The City of Spokane does ordain:

That Ordinance C32481 is hereby amended to read as follows:

An ordinance to vacate Carlisle Avenue, from the east line of Ruby Street to the west line of Lidgerwood Street; Mayfair Street from the north line of Carlisle Avenue to the south line of Jackson Avenue, and from the north line of Jackson Avenue to the south line of North Foothills Drive; Pearl Street from the north line of Carlisle Avenue to the south line of Jackson Avenue and from the north line of Jackson Avenue to the south line of North Foothills Drive, and from the north line of North Foothills Drive to the south line of Cleveland Avenue; Lidgerwood Street, from the north line of the right of way of the Spokane Falls and Northern Railroad to the south line of Jackson Avenue, and from the north line of Jackson Avenue to the south line of North Foothills Drive, and from the north line of North Foothills Drive to the south line of Cleveland Avenue; Addison Street from the north line of Jackson Avenue to the south line of Buckeye Avenue and from the north line of Buckeye Avenue to the south line of North Foothills Drive and from the north line of North Foothills Drive to the south line of Cleveland Avenue; Wiscomb Street from the north line of Jackson Avenue to the south line of Buckeye Avenue and from the north line of Buckeye Avenue to the south line of North Foothills Drive and from the north line of North Foothills Drive to the south line of Cleveland Avenue; Whereas, a petition was duly filed for the vacation of certain streets and alleys described in the title of this ordinance, on the 10th day of November A.D. 1902; and

Whereas, it appears to the City Council that notice of the filing of said petition, and that the same would come up for hearing before the City Council on the 2nd day of December A.D. 1902, was duly posted on each of said street on the 12th day of November A.D. 1902, in the manner required by law, and no person appearing to object to the vacation of said streets, as prayed

for in said petition, therefore,
The City of Spokane does ordain as follows:

An ordinance to vacate Carlisle Avenue, from the east line of Ruby Street to the west line of Lidgerwood Street; Mayfair Street from the north line of Carlisle Avenue to the south line of Jackson Avenue, and from the north line of Jackson Avenue to the south line of North Foothills Drive; Pearl Street from the north line of Carlisle Avenue to the south line of Jackson Avenue and from the north line of Jackson Avenue to the south line of North Foothills Drive, and from the north line of North Foothills Drive to the south line of Cleveland Avenue; Lidgerwood Street, from the north line of the right of way of the Spokane Falls and Northern Railroad to the south line of Jackson Avenue, and from the north line of Jackson Avenue to the south line of North Foothills Drive, and from the north line of North Foothills Drive to the south line of Cleveland Avenue; Addison Street from the north line of Jackson Avenue to the south line of Buckeye Avenue and from the north line of Buckeye Avenue to the south line of North Foothills Drive and from the north line of North Foothills Drive to the south line of Cleveland Avenue; Wiscomb Street from the north line of Jackson Avenue to the south line of Buckeye Avenue and from the north line of Buckeye Avenue to the south line of North Foothills Drive and from the north line of North Foothills Drive to the south line of Cleveland Avenue be and the same are hereby vacated; provided, that the petitioners file a good and sufficient bond, to be approved by the Mayor, in the sum of Twenty-Five Hundred Dollars, (\$2,500.00) to indemnify and save the City of Spokane harmless from any and all damages, judgements, decrees, costs, and expenses which it may suffer or which may be recovered against the said City, on account of said vacation of the above named streets. And provided further, that the City of Spokane reserves an easement for public and private utility facilities over the entire width of said vacated streets and alleys, except for Mayfair Street from the north line of Jackson Avenue to ten feet south of the south line of North Foothills drive; Pearl Street from the north line of Jackson Avenue to the south line of North Foothills Drive; Lidgerwood Street from the north line of Jackson Avenue to south line of North Foothills Drive; and Addison Street from north line of Jackson Street to the south line of North Foothills Drive; and the easterly 37.5 feet of vacated Pearl Street, adjoining Lots 11 through 15, Block 33, J.M. Morgan' s Addition to Denver **and except for Wiscomb Street from the south line of Cleveland Avenue to the north line of North Foothills Drive.**

And it is further provided that all water mains and water pipes laid in said streets and avenues, and vacated portions thereof, shall be and remain the property of the City of Spokane. **Notwithstanding the foregoing to the contrary, said water mains and water pipes shall not apply to Wiscomb Street from the south line of Cleveland Avenue to the north line of North Foothills Drive**

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

Amending Ordinance C-32481

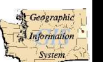


**Right-of-way Description:
Vacated Wiscomb St. between
Cleveland and North Foothills**

Legend

 Easement Area

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



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

09/14/2020

Date Rec'd

9/2/2020

Clerk's File #

ORD C35940

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #

ORD C34470

Contact Name/Phone

BREEAN BEGGS 625-6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - AMENDING THE FINANCIAL TERMS OF THE U-DISTRICT REVITALIZATION

Agenda Wording

Amendments in this ordinance would promote the implementation of the Spokane University District Revitalization Area ("UDRA") in conjunction with the reformation of the UDPDA and to provide certainty and clarity regarding the City's investment.

Summary (Background)

This ordinance provides clarity and stability to the UDRA financing in the years 2036-2039, by continuing the average amount the City had paid into the UDRA in prior years. The fiscal impact of this ordinance is neutral from 2020 to 2036, and the fiscal impact listed below would occur from 2036-2039.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ approximately \$5 million

various

Select \$

#

Select \$

#

Select \$

#

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

MCCLATCHEY, BRIAN

Study Session\Other

UD Comm., 7-13-20

Division Director**Council Sponsor**

CP Beggs

Finance

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

lgilberts@spokaneudistrict.org

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

ORDINANCE NO. C35940

An ordinance amending Ordinance No. C-34470, which created the Spokane University District Revitalization Area.

WHEREAS, the City Council adopted Ordinance No. C-34470 on August 17, 2009, creating the Spokane University District Revitalization Area ("UDRA") pursuant to Chapter 270, Laws of 2009; and

WHEREAS, the City previously created the University District Public Development Authority ("UDPDA") in part to assist the City in implementing the Spokane UDRA; and

WHEREAS, the City and Spokane County recently entered into an interlocal agreement regarding the reformation of the UDPDA (OPR 2019-0927/Ordinance No. C-35828); and

WHEREAS, the City Council adopted Ordinance C-35880 on December 30, 2019, which amended ordinance C-34470; and

WHEREAS, the amendments set forth in this ordinance which amend amending Ord. No. C-34470 intend to promote the implementation of the Spokane UDRA in conjunction with the reformation of the UDPDA and to provide certainty and clarity regarding the amount of revenue provided to the UDPDA in pursuit of the objectives of the UDRA.

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

Section 1. That Section 6 of Ordinance No. C-34470, as amended by Ordinance C-35880, is amended to read as follows:

Section 6. Duration and Amount of Local Revitalization Financing. The City estimates that the Local Property Tax Allocation Revenues with respect to the Revitalization Area will be used for Local Revitalization Financing commencing on January 1, 2011, and ending on December 31, 2035 (provided, that any delinquent taxes collected after such date that were due on or before December 31, 2035, shall be distributed to the City to the extent the tax revenue so collected is attributed to "property tax allocation revenue value" (as defined in Section 102(13) of the Act) with respect to Revitalization Area). The City estimates that Revenues from Local Public Sources ((in an amount up to \$650,000 each year)) will be used commencing on the earliest date such Revenues from Local Public Sources become available to the City and ending on no later than December 31, 2035. ((The estimated amount shall not constitute a maximum cap on the amount of funding to be collected and expended through Local Public Sources and, beginning on January 1, 2020, one-half of such funding shall be transferred on a quarterly basis to the University District Public Development Authority.)) Beginning January 1, 2020, the City shall pay fifty percent (50%) of the incremental regular local sales and use tax received from properties or businesses located within the Geographic Boundaries of the UDRA to the UDPDA on a quarterly basis, and retain the remaining 50%.

During the period from January 1, 2036 to December 31, 2039, the City shall continue to pay the UDPDA an amount equal to the annual average amount the City remitted to the UDPDA during the years 2011 through 2035.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

09/14/2020

Date Rec'd

9/2/2020

Clerk's File #

ORD C35937

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Cross Ref #

RES 2020-0055

Contact Name/Phone

ELDON BROWN 625-6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Hearings

Requisition #**Agenda Item Name**

4700 - NE MIDDLE SCHOOL STREET VACATION

Agenda Wording

Vacation of vacation of various right-of-ways south of E North Foothills Dr. and west of Perry St., as requested by the Spokane School District to accommodate the NE Middle School.

Summary (Background)

At its legislative session held on August 17, 2020, the City Council set a hearing on the above vacation for September 14, 2020. Staff has solicited responses from all concerned parties.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

BECKER, KRIS

Study Session\Other

pIES 06-22-2020

Division Director

BECKER, KRIS

Council Sponsor

CP Beggs

Finance

ORLOB, KIMBERLY

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For the Mayor

ORMSBY, MICHAEL

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Additional Approvals

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Purchasing

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rthompson@spokanecity.org



Expenditure Control Form

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2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods



Services



Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

ORDINANCE NO. C35937

An ordinance vacating various right-of-ways south of East North Foothills Drive and west of Perry Street and more particularly described below

WHEREAS, a petition for the vacation of various right-of-ways south of East North Foothills Drive and west of Perry Street and more particularly described below has been filed with the City Clerk representing 93% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the sections of right-of-way described below are hereby vacated. Parcel number not assigned.

The alley east of block 41 of the plat of Wolverton & Conlan's as recorded with the Spokane County Auditor under recording number 3103376 and west of Block 25 of the plat of Avondale Addition, as recorded with the Spokane County Auditor under recording number 3100010 EXCEPT any portion lying within North Foothills Drive.

Together with:

The alley east of block 26 of the plat of Wolverton & Conlan's as recorded with the Spokane County Auditor under recording number 3103376 and west of Block 26 of the plat of Avondale Addition, as recorded with the Spokane County Auditor under recording number 3100010.

Together with:

The alley east of block 25 of the plat of Wolverton & Conlan's as recorded with the Spokane County Auditor under recording number 3103376 and west of Block 41 of the plat of Avondale Addition, as recorded with the Spokane County Auditor under recording number 3100010.

Together with:

Denver Street from the north line of Marietta Avenue to the north line of Buckeye Avenue/

Together with:

Buckeye Avenue from the west line of Denver Street to the west line of Perry Street.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

P2001871VACA



Right-of-way Description:
Various right-of-ways south of East
North Foothills and west of North Perry
Street

Legend

 vacation

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





**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
September 1, 2020

LOCATION: West of Perry and South of North Foothills

PROPONENT: Spokane School District

PURPOSE: Make room for the Northeast Middle School

HEARING: September 14, 2020

REPORTS:

AVISTA UTILITIES – Avista does have electric/gas facilities in the Perry-Denver Alley to be vacated and electric/gas facilities in the portion of Buckeye being vacated between west side of Perry and the west side of Perry-Denver alley, and therefore requests easement be reserved for those facilities.

SECOND SET OF AVISTA COMMENTS - Regarding the attached 5/11/2020 letter to you, requesting the City of Spokane reserve easements in the vacated areas to Avista for gas and electric facilities - Avista would like withdraw that request based on new information that Avista will have its facilities removed prior to the vacation being finalized in early 2021.

CENTURYLINK – When we were first asked about the vacation, we were not provided the information that all of the businesses were going to be removed, which is why we wanted to retain the easements. Now that we have the full picture, we understand that all of the current homes/businesses will be torn down therefore leaving us no reason to have facilities in that alleyway. For CenturyLink, we do not have anything major on that pole line in the alleyway, so, it won't be too hard for us to remove the facilities. This will however be a billable job, so, we will have to receive payment before we can commence with removing the facilities.

CenturyLink is in agreement with the vacation and will not need to retain the easements. Please let me know if there is anything else

needed at this point. Also, as we get closer to the date of facilities removal, please send the billing information and contact so that we can get an invoice over to you to get the process started.

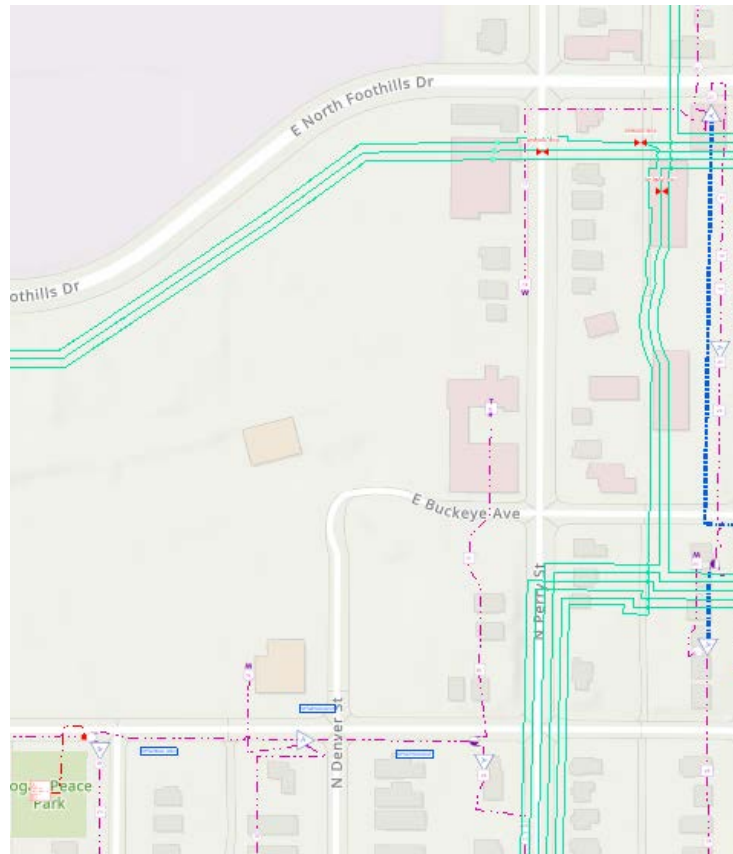
INLAND POWER – Inland Power & Light has no facilities within the vacation area.

ZAYO COMMUNICATIONS - Thanks for the review. Zayo has no comment and or objection to the requested vacation.

WATER DEPARTMENT - The 6" water line in Buckeye @ Perry will need to be killed in Perry or a meter installed at the new ROW. This may not remain a live unmetered main after vacation. Additionally, all services to buildings that are being torn down must be killed at the main, not a ROW vacation requirement but it will need to happen for the project.

PLANNING & DEVELOPMENT – PLANNING – No concerns for this proposal. We are working with the School District for an expansion of the CC3 overlay zoning for the new proposed middle school.

COMCAST - Enclosed is Comcast System map showing our plant for this area. As you can see we have Coax and Fiber built on the pole line in the alley west of Perry Road. At Perry and Buckeye we have 6 fibers (green lines) and a coax line. We have a coax line at Denver and Marietta serving a City building. At North Foothills Dr and Perry alley West we have 3 fibers and a coax line. So Comcast would need to keep the ROW or be paid to move these lines.



Second set of Comcast comments - After today's meeting Comcast will not need this easement. Comcast will reroute our plant in the right of way easement along Perry, at the owners expense. If you have questions please reach out.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No Comments

FIRE DEPARTMENT - No Comments

NEIGHBORHOOD SERVICES - No Comments

PARKS DEPARTMENT - No Comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES - No Comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No concerns

POLICE DEPARTMENT - No Comments

SOLID WASTE MANAGEMENT - No Comments

STREET DEPARTMENT - he Street Department is providing the below 4 pieces of input on this Vacation Request:

1- We have a Street Head and Stop sign on Buckeye, for Perry. We will need notification when the vacation is final to remove them from our inventory.

2 - I believe there is a City owned conduit crossing Denver St. south of Buckeye. Our GIS Innerconnect layer indicates that conduit has security camera cables in it. There is also conduit with fiber running parallel to Denver St. City IT should be requested to review this request.

3 - We have conduit in the area that goes to the Solid Waste building. As the building's going away we won't need the conduit any longer. It should probably be removed back to the nearest vault and building unless the school district or IT needs it.



4 - The blue line depicts City conduit and fiber optics leaving our water department and going to the City field engineering office, the fiber provides them access into the city's network. The circle on the snippet depicts where a City security camera is with cabling into the building.



WASTEWATER MANAGEMENT - Wastewater Management has no assets in the proposed vacation area. Therefore, we have no objection to the vacation provided on site runoff be maintained and treated on site.

BICYCLE ADVISORY BOARD - No Comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. City fiber is currently located within the right-of-way and must be either relocated or an easement must be established to protect it.
2. Pursuant to a purchase and sale agreement, staff is recommending that if approved, this property would be vacated at no-cost.
3. The plans for termination and closure of the right-of-ways must be submitted to and accepted by Developer Services, prior to construction, and the improvements must be satisfactorily constructed, or financially guaranteed for construction, prior to final reading of the ordinance.
4. The 6" water line in Buckeye @ Perry will need to be killed in Perry or a meter installed at the new ROW. This may not remain a live unmetered main after vacation.
5. Adequate emergency vehicle access shall be maintained to existing and future buildings.
6. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2021

Eldon Brown, P.E.
Principal Engineer – Planning & Development

