

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings (effective Monday, March 14, 2022). City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the May 23, 2022, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of May 23, 2022:

1:15 p.m. Committee Meeting: 1-408-418-9388; access code: 2491 952 4023; password: 0320

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 018 9050; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2497 092 4269; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2480 676 7327; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, May 23, 2022. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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 of interest not relating to 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.

**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!**

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

- A. At the 6:00 p.m. legislative session, after the conclusion of the legislative agenda, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum will not extend past 9:30 p.m. unless extended by a supermajority of the Council.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. The order of the speakers be determined at the discretion of the chair. Each speaker shall be limited to no more than three minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' intent to address the matter in the future, points of order, or points of information will be taken by Council Members during an open forum.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during 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.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- 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 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items during the Council's legislative session: the consent agenda as a whole, first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during 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. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting 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, shall refrain from remarks directed personally to any Council Member or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. Members of City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 - 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time, or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. 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's Director of Policy and Government Relations 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 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker unless the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- B. No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.
- C. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- D. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:
 - 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 may 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 may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (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.
 - 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- E. The time taken for staff or Council Member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.
 - F. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.¹

¹ <https://my.spokanecity.org/citycouncil/members/>

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MAY 23, 2022

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 JONATHAN BINGLE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

BRIEFING AND LEGISLATIVE SESSIONS

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. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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.

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. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- 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. (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.
- When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- Members of the City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a three-minute speaking time. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at <https://my.spokanecity.org>.

BRIEFING SESSION

(3:30 p.m.)

**(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)**

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE ADVANCE AGENDA

CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

(Committee Reports for City Council Standing Committees and other Boards and Commissions)

PROCLAMATIONS AND SALUTATIONS

**REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED
COMMUNITY ORGANIZATIONS**

ANNOUNCEMENTS

(Announcements Regarding Adjustments to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORTS

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|--------------------------------------|-----------------------------|
| 1. Contract Renewal 1 of 4 with Mitchell Humphrey (St. Louis, MO) for annual maintenance and support of the City's Financial Management System from July 1, 2022 through June 30, 2023—\$101,585 (plus tax). (Council Sponsor: Council Member Cathcart)
Michael Sloon | Approve | OPR 2021-0406 |
| 2. Contract Renewal 2 of 4 with Dresser Rand Company (Houston, TX) for turbine generator services at the Waste to Energy Facility from May 1, 2022 through April 30, 2023—estimated cost not to exceed \$1,800,000 (plus tax and a 10% administrative fee). (Council Sponsor: Council President Beggs)
David Paine | Approve | OPR 2020-0417 |
| 3. Recommendations to list the following on the Spokane Register of Historical Places: | Approve All
& Auth.
Agreements | |
| a. Hubert & Bertha Lloyd House, 451 W. Shoshone Place. | | OPR 2022-0366 |
| b. Charles & Maud Kemp House, 404 W. Sumner Avenue. | | OPR 2022-0367 |
| c. Daniel Paul Building, 823 W. 2 nd Avenue.
Megan Duvall | | OPR 2022-0368 |
| 4. Low Bid of (to be determined at bid opening to be held on May 16, 2022) (City, ST) for Cycle 9 School Safety Projects - \$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Dan Buller | Approve | OPR 2022-0369
ENG2019085 |
| 5. Lease Agreement Amendments with: | Approve
All | |
| a. West Central Community Development Association, and | | OPR 2007-0926 |
| b. Northeast Community Center Organization | | OPR 2007-0528 |

These amendments extend the Lease Agreements through December 31, 2032. Annual revenue is \$1 per agreement. (Council Sponsors: Council Members Wilkerson and Kinnear)

Carly Cortright

- | | | | |
|----|---|------------------------------------|---------------|
| 6. | Report of the Mayor of pending: | Approve &
Authorize
Payments | |
| | a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2022, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | CPR 2022-0002 |
| | b. Payroll claims of previously approved obligations through_____, 2022: \$_____. | | CPR 2022-0003 |
| 7. | City Council Meeting Minutes: _____, 2022. | Approve
All | CPR 2022-0013 |

ACTION ON CONSENT AGENDA

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

- ORD C36212** **Fleet Services Fund**
- 1) Increase revenue by \$264,259.
 - A) Of the increased revenue, \$264,259 is from interfund fuel sales from other city departments.
 - 2) Increase appropriation by \$264,259.
 - A) Of the increased appropriation, \$264,259 is provided solely for supplies and equipment related to Clean Fuel Infrastructure Reserves expenses in the Fleet Services department.

(This action arises from the creation of the Clean Fuel Infrastructure Reserve Plan.) (Council Sponsors: Council President Beggs and Council Member Kinnear)

Rick Giddings

ORD C36213

General Fund

- 1) Add one exempt/confidential Executive Assistant position in the Mayor's Office (from 1 to 2).
- 2) Transfer \$29,000 in budget authority from the Policy Advisor position in the Mayor's Office to the Executive Assistant position.
- 3) Increase the appropriation in the General Fund-Mayor's Office by approximately \$43,900.
 - A) Of the increased appropriation, approximately \$15,300 is provided solely for salary and benefits related to the Executive Assistant position in the Mayor's Office.
 - B) Of the increased appropriation, approximately \$5,600 is provided solely for one-time supplies and services related to the Executive Assistant position in the Mayor's Office.
 - C) Of the increased appropriation, approximately \$23,000 is provided solely for temporary/seasonal staffing budget authority.
 - D) The overall increase to the General Fund-Mayor's Office appropriation is \$43,900.

4) Increase the salary for the Director-Council Office position by \$15,100 (salary range change from Grade 40 to Grade 51 of the A07-Non-Represented pay plan) plus associated benefits, approximately \$17,750 in total.

5) Increase the salary for the Director of Communications and Community Engagement position by \$2,300 (salary range change from Grade 49 to Grade 51 of the A07-Non-Represented pay plan) plus associated benefits, approximately \$2,750 in total.

6) Increase the salary for the Manager-Housing and Homelessness position by \$1,700 (salary range change from Grade 39 to Grade 42 of the A07-Non-Represented pay plan) plus associated benefits, approximately \$2,000 in total.

7) Increase the salary for the Manager-Equity and Inclusion Initiatives position by \$2,200 (salary range change from Grade 39 to Grade 42 of the A07-Non-Represented pay plan) plus associated benefits, approximately \$2,600 in total.

8) Decrease the Reserve for Budget Adjustment by \$25,100.

A) There is no net change to the City Council department budget.

(This action arises from the need for additional staff support in the Mayor's Office Department and process salary range changes in the City Council Department.) (Council Sponsors: Council President Beggs and Council Member Kinnear)

Matt Boston

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2022-0001 Establishing year-long 20 mph speed limits on streets adjacent to certain parks (as identified in the addendum on file in the City Clerk's Office), after the expiration of a two-year pilot project. (Deferred from May 2, 2022, Agenda) (Council Sponsors: Council Members Kinnear and Cathcart)
Council Member Kinnear
- RES 2022-0048 Amending Resolution 2022-0007 which appointed City Council Members to boards, committees, and commissions for 2022. (Updates the attachment to Resolution 2022-0007, adding Council Member Zappone to the Association of Washington Cities Board and replacing Council Member Stratton with Council President Beggs as a liaison member of the Downtown Spokane BID Board.) (Council Sponsors: Council President Beggs and Council Member Zappone)
Council President Beggs
- ORD C36209 Establishing water conservation and drought response measures; enacting a new section 13.04.1925; and amending section 13.04.300 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Council Member Kinnear
- ORD C36210 Relating to commercial vehicles; amending SMC section 16A.44.100. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Mary Muramatsu
- ORD C36211 Interim zoning ordinance concerning the siting of indoor shelters for vulnerable and homeless individuals and families; amending SMC 17C.130.100 on an interim basis; and setting a public hearing for July 25, 2022. (Council Sponsors: Council President Beggs and Council Member Bingle)
Jenn Cerecedes

FIRST READING ORDINANCES

- ORD C36214 Amending Ordinance C-26266 that vacated Gardner Avenue from the extended west line of Lot 47, Block 2, of Keystone Addition, to the extended east line of Lot 63, Block 2, of Keystone Addition, the same being located between Howard and Washington Streets, in the City and County of Spokane, and providing for an effective date. (Releases an easement.) (Council Sponsors: Council Members Zappone and Stratton)
Eldon Brown

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for May 23, 2022
(per Council Rule 2.1.2)

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Those wishing to comment virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. 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 of interest not relating to 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.

ADJOURNMENT

The May 23, 2022, Regular Legislative Session of the City Council will be held and is adjourned to June 6, 2022.

NOTE: There is no meeting scheduled for May 30, 2022, as this day is designated Memorial Day Holiday. A regularly scheduled City Council meeting will not be held on Tuesday, May 31, 2022.

NOTES

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

05/23/2022

Date Rec'd

5/11/2022

Clerk's File #

OPR 2021-0406

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Cross Ref #

RES 2018-0040

Contact Name/Phone

MICHAEL 625-6468

Project #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR23641

Agenda Item Name

5300 MITCHELL HUMPHREY FMS ANNUAL SOFTWARE MAINTENANCE &

Agenda Wording

Contract renewal with Mitchell Humphrey for annual maintenance and support of City's Financial Management System (FMS). Contract term July 1, 2022 - June 30, 2023. Contract amount is \$101,585 plus tax. RES 2018-0040 declares vendor as sole source.

Summary (Background)

Contract is necessary in order to obtain software upgrades for all modules and receive Mitchell Humphrey Help Desk support. Mitchell Humphrey is the only authorized firm to provide maintenance services on this software system. Included in this support: General Ledger and related modules, Budget Ledger, Fixed Assets, Accounts Payable, Accounts Receivable - Invoice, Purchasing and related modules, FMS-EXEC, Test Account, FMS Productivity Suite and AP ACH Wire Transfer. 2021 amount \$94,260 + tax.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 101,585.00 (base amount)

5300-73300-18850-54820

Expense \$ 9,142.65 (sales tax)

5300-73300-18850-54820

Select \$

#

Select \$

#

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

FINCH, ERIC

Study Session\Other

5/9/2022 Urban

Division Director

FINCH, ERIC

Council Sponsor

CM Michael Cathcart

Finance

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - ddaniels@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Kim Schaefer - KSchaefer@mitchellhumphrey.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This will be the 1st of 4 renewal options.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: May 9 th , 2022
Agenda Item Name	Mitchell Humphrey FMS Annual Software Maintenance and Support
Summary (Background)	This contract is necessary in order to obtain software upgrades for all modules and receive Mitchell Humphrey Help Desk support. Mitchell Humphrey is the only authorized firm to provide maintenance services on this software system. Included in this support are: General Ledger and related modules, Budget Ledger, Fixed Assets, Accounts Payable, Accounts Receivable - Invoice, Purchasing and related modules, FMS-EXEC, Test Account, FMS Productivity Suite and AP ACH Wire Transfer. Term is July 1, 2022 – June 30, 2023. 2021 contracted amount was \$94,260.00 excluding taxes.
Proposed Council Action & Date:	Pass Council on May 23rd, 2022
Fiscal Impact: Total Cost: \$101,585.00 excluding taxes Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual Specify funding source: 5300-73300-18850-54820 Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring – Annual Other budget impacts: NA	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in our Financial Management System.	



City of Spokane

**CONTRACT RENEWAL
1 of 4**

**Title: ANNUAL MAINTENANCE AND SUPPORT
OF FINANCIAL MANAGEMENT SYSTEM**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **MITCHELL HUMPHREY & COMPANY**, whose address is 1285 Fern Ridge Parkway, Suite 140, St. Louis, Missouri 63141-4022, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an agreement wherein the Consultant agreed to provide Annual Maintenance and Support of the City of Spokane's Financial Management System (FMS); and

WHEREAS, the original Contract provided for four (4) additional one-year extensions, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract dated June 24, 2021, and any previous amendments, renewals and / or extensions / 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. TERM.

This Contract Renewal shall become effective on July 1, 2022, and end on June 30, 2023, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.

The City shall pay an estimated amount not to exceed **ONE HUNDRED ONE THOUSAND FIVE HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$101,585.00)**, excluding applicable tax, in accordance with Company's April 15 2022 Quote, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the Original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Corporation has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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 Renewal by having legally-binding representatives affix their signatures below.

MITCHELL HUMPHREY & COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate Regarding Debarment
Company's April 15 2022 Quote,

22-084

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)



MITCHELL
HUMPHREY
s o f t w a r e

1285 Fern Ridge Parkway
St. Louis, Missouri 63141-4402

800 237-0028 • 314 991-2440
www.mitchellhumphrey.com

April 15, 2022

Ms. Becka Hunt
City of Spokane
West 808 Spokane Falls Boulevard
Spokane, Washington 99201-3344

Dear Becka:

Below is the breakdown for your annual maintenance and support fee for the period July 1, 2022 through June 30, 2023.

General Ledger and related modules	\$22,770.00
Budget Ledger	10,155.00
Accounts Payable	9,680.00
Accounts Receivable-Invoicing	12,500.00
Purchasing and related modules	22,550.00
FMS-EXEC	2,885.00
Test Account	9,545.00
FMS Productivity Suite	4,380.00
AP ACH Wire Transfer	860.00
Fixed Assets	4,500.00
Credit Card Processing	<u>1,760.00</u>
Total Maintenance	\$101,585.00

The invoice is included with this letter.

Sincerely,

Cindy Bari
Secretary-Treasurer

Enclosure



MITCHELL
HUMPHREY
s o f t w a r e

1285 Fern Ridge Parkway
St. Louis, Missouri 63141-4402

800 237-0028 • 314 991-2440
www.mitchellhumphrey.com

April 15, 2022

City of Spokane
W. 808 Spokane Falls Boulevard
Spokane, WA 99201-3344
itadmin@spokanecity.org

Attn: Ms. Becka Hunt

Reference:

Invoice No.: 109000000000021
Terms: Net 30 Days

I N V O I C E

Annual maintenance fee for FMS Software Products for the period July 1, 2022
through June 30, 2023

Washington Sales Tax	101,585.00
	9,142.65
Amount Due	\$110,727.65

Make check payable to Mitchell Humphrey & Co.

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)

Entity name: MITCHELL HUMPHREY & CO.

Business name: MITCHELL HUMPHREY & CO

Entity type: [Profit Corporation](#)

UBI #: 603-237-502

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1285 FERN RIDGE PKWY STE 140
SAINT LOUIS MO 63141-4409

Mailing address: 1285 FERN RIDGE PKWY STE 140
SAINT LOUIS MO 63141-4409

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this loc	License #	Count	Details	Status	Expiration dat	First issuance
Spokane General Business - Non-Resident	T12010792BU			Active	Nov-30-2022	Oct-15-2012



Governing people	Title
HUMPHREY, KATHLEEN A.	
SCHAEFER, KIM A.	
WOLPERT, THOMAS M.	
The Business Lookup information is updated nightly. Search date and time: 12/14/2021 11:48:14 AM	

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/24/2021

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

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

PRODUCER AssuredPartners Cornerstone LLC 12645 Olive Blvd. Suite 300 St Louis MO 63141	CONTACT NAME: Johanna Winfield PHONE (A/C, No, Ext): (314) 373-2900 FAX (A/C, No): (314) 373-2901 E-MAIL ADDRESS: johannaw@cornerstoneinsurancegroup.com																					
INSURED Mitchell Humphrey & Co. 1285 Fern Ridge Parkway Suite 140 St. Louis MO 63141	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Sentinel Insurance Company, LTD</td><td>11000</td></tr><tr><td>INSURER B:</td><td>Hartford Underwriters Insurance Co.</td><td>30104</td></tr><tr><td>INSURER C:</td><td>ACE American Insurance Company</td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Sentinel Insurance Company, LTD	11000	INSURER B:	Hartford Underwriters Insurance Co.	30104	INSURER C:	ACE American Insurance Company		INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	ACE American Insurance Company																					
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES CERTIFICATE NUMBER: CL21122418302 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			84SBAPC2547	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			84SBAPC2547	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Non-owned \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			84SBAPC2547	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	84WECBH0776	01/01/2022	01/01/2023	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Technology E&O and Cyber Liability			F1616821A001	07/01/2021	07/01/2022	Aggregate 2,000,000 Per Claim 2,000,000

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

CERTIFICATE HOLDER City of Spokane MIS Department 808 W. Spokane Falls Blvd. 7th Floor Spokane WA 99201-3344	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE J. Cody Wilson /
--	---

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Agenda Sheet for City Council Meeting of:
05/23/2022

<u>Date Rec'd</u>	5/11/2022
<u>Clerk's File #</u>	OPR 2020-0417
<u>Renews #</u>	
<u>Cross Ref #</u>	RES 2020-0024
<u>Project #</u>	
<u>Bid #</u>	SOLE SOURCE
<u>Requisition #</u>	CR 23602
<u>Agenda Item Name</u>	4490 CONTRACT RENEWAL FOR TURBINE GENERATOR SERVICES AT THE WTE

Agenda Wording

Sole source contract renewal 2 of 4 with Dresser Rand Company (Houston, TX) for turbine generator services at the WTE from May 1, 2022 through Apr. 30, 2023 for an estimated cost not to exceed \$1,800,000 plus tax and a 10% administrative reserve.

Summary (Background)

Dresser Rand Company, a Siemens Energy business, is the OEM of the turbine generator at the WTE. A sole source resolution for five (5) years for turbine generator services was approved in 2020 as well as a one-year contract with the option of four (4) additional one-year renewals. This will be the second of those renewals and will include an additional cost for a planned five year overhaul of the turbine generator.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 1,800,000

Select \$

Select \$

Select \$

Budget Account

4490-44900-37145-54803-34002

#

#

#

Approvals

Dept Head AVERYT, CHRIS

Division Director FEIST, MARLENE

Finance ALBIN-MOORE, ANGELA

Legal SCHOEDEL, ELIZABETH

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing PRINCE, THEA

Council Notifications

Study Session\Other PIES 11/22/21

Council Sponsor CP Beggs

Distribution List

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract Renewal for Turbine Generator Repairs and Maintenance at the WTE.
Date:	November 22, 2021
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability 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 Initiative:	Innovative Infrastructure – Sustainability; Sustainable Resources-Sustainable Practices
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract renewal, without which the WTE Facility would be unable to keep the Turbine Generator running and producing electricity.

Background/History:

The turbine generator is an integral part of the 24hr/7 day a week operations. If it were to break down and maintenance/parts were not readily available, the City would lose revenue from power generation and incur additional costs in the form of purchased power. Dresser Rand Company of Seattle, WA is the OEM of this proprietary equipment and are the only company that possesses the design, fabrication and manufacturing information for the maintenance, service and product supplies necessary for the condensing steam turbine generator at the WTE facility.

A sole source resolution for five (5) years for turbine generator services was approved in 2020 as well as a one-year contract with the option of four (4) additional one-year renewals. This will be the second of those renewals and will include an additional cost for a planned five year overhaul of the turbine generator for an estimated cost not to exceed \$1,800,000.00, including taxes, from May 1, 2022 through April 30, 2023.

Executive Summary:

- Contract renewal with Dresser Rand Company (Seattle, WA) for maintenance, service and product supplies necessary for the condensing steam turbine generator at the WTE Facility.
- Renewal includes a complete overhaul of the turbine generator in the spring of 2022 for an estimated cost of \$1,800,000.00 including taxes.
- The term of this renewal is May 1, 2022 through April 30, 2023.
- A five year Sole Source Resolution with Dresser Rand, who is the original equipment manufacturer, was approved in 2020.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



City of Spokane

**CONTRACT AMENDMENT AND
RENEWAL 2 of 4**

**Title: MAINTENANCE SERVICE AND
SUPPLIES FOR TURBINE GENERATOR**

This Contract Amendment/Renewal is made and entered into by and between the **CITY OF SPOKANE** a ("City"), Washington municipal corporation and **DRESSER-RAND COMPANY** with principal offices located at 1200 W. Sam Houston Parkway North, Houston, Texas 77045 and **SIEMENS ENERGY INC.**, with principal offices located at 4400 Alafaya Trail, Orlando, Florida, 32826, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an agreement wherein Contractor agreed to provide maintenance, service and product supplies necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823; and,

WHEREAS, additional funds are necessary for a planned major turbine overhaul and due to the amount of the project, additional Public Works requirements are necessary, thus the original Contract needs to be formally Amended by this written document; and

WHEREAS, the initial contract provided for four (4) additional one-year renewals, with this being the second of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract dated July 6, 2020 and July 7, 2020, any previous amendments, renewals and/or extensions 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 DATES.

This Contract Amendment/Renewal shall become effective May 1, 2022 and end April 30, 2023.

3. COMPENSATION.

The City shall pay a maximum additional cost in the amount of **ONE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,800,000.00)**, excluding taxes, for everything furnished and done under this Contract Amendment/Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document. **Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.**

4. BONDS.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State. Unless otherwise agreed by the parties expressly in the Contract, the remedies set forth in the performance bond and payment bond shall be the City's sole and exclusive remedies for Contractor's delay in performance of the Work or failure to complete performance of the Work under the Contract.

5. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

DRESSER-RAND COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

SIEMENS ENERGY, INC.

By _____
Signature Date

Type or Print Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment
Payment Bond
Performance Bond

21-232

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

PAYMENT BOND

We, **DRESSER-RAND COMPANY** and **SIEMENS ENERGY INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,800,000.00)**, excluding taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Condensing Steam Turbine Generator Drive Overhaul Package**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

DRESSER-RAND COMPANY and
SIEMENS ENERGY INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **DRESSER-RAND COMPANY** and **SIEMENS ENERGY INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,800,000.00)**, excluding taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Condensing Steam Turbine Generator Drive Overhaul Package**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

DRESSER-RAND COMPANY and
SIEMENS ENERGY INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____



Agenda Sheet for City Council Meeting of: 05/23/2022

Date Rec'd	5/11/2022
Clerk's File #	OPR 2022-0366
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-LLOYD HOUSE NOMINATION TO THE REGISTER OF HISTORIC PLACES		

Agenda Wording

Recommendation to list the Hubert & Bertha Lloyd House, 451 W Shoshone Place, 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 Hubert & Bertha Lloyd House has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

<u>Dept Head</u>	DUVALL, MEGAN
<u>Division Director</u>	DUVALL, MEGAN
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	
<u>Council Sponsor</u>	
<u>Distribution List</u>	
mduvall@spokanecity.org	
sbishop@spokanecity.org	
lcamporeale@spokanecity.org	

Additional Approvals

Purchasing

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Hubert & Bertha Lloyd House – 451 W Shoshone Place

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 1910; the Hubert and Bertha Lloyd House meets the age criteria for listing on the Spokane Register of Historic Places. The garage on the property was constructed in 1919 and also meets the age criteria.
2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**
 - The Lloyd House & Garage meets Spokane City/County Register of Historic Places **Category C**, as a property that embodies the distinctive characteristics of a type and period of construction.
 - Architecturally significant, the Lloyd House is eligible for listing on the Spokane Register of Historic Places under Category C as a fine example of a bungalow house form embellished with a blend of Spanish Mission and Craftsman aesthetics.
 - Craftsman features at the Lloyd House include the home’s ground-hugging bungalow form, low hipped roof, widely overhanging eaves, exposed rafter tails, textured stucco cladding, covered front porch, and tripartite windows and window pairs with multiple upper panes. Craftsman influence is seen in the home’s interior with widely open rooms, natural vertical fir woodwork, boxed ceiling beams, built-ins, and hardwood oak floors. Spanish Mission features in the Lloyd House are displayed as the low-pitched roofs, covered single-story front porches with prominent front arches, exterior stucco wall surfaces, asymmetrical façade designs, and square towers.
 - An unattached double-car garage was constructed in 1919 behind the Lloyd House in the rear southeast corner of the property. Designed in the Craftsman style, the north-facing garage is a one-story building covered by a low-pitched, composition shingle-clad pyramid hip roof with deeply overhanging eaves and exposed rafter tails.
 - Spokane building contractor/carpenter E. William Larson was the builder of the Lloyd House.
 - The Lloyd House retains very good integrity and is in excellent condition.
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 Lloyd House is remarkably well-preserved and is architecturally significant as a very good example of the bungalow house form in the Spanish Mission style with Craftsman detailing.
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 Hubert & Bertha Lloyd House according to the

appropriate criteria at a public hearing on 4/20/22 and recommends that the Hubert & Bertha Lloyd House be listed on the Spokane Register of Historic Places under Category C - Architecture.

After Recording Return to:
City of Spokane Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

*LOTS 10 AND 11, BLOCK 14, CANNON HILL PARK, AS PER PLAT RECORDED IN
VOLUME "L" OF PLATS, PAGE 44; IN THE CITY OF SPOKANE, COUNTY OF
SPOKANE, STATE OF WASHINGTON.*

*Parcel Number(s) 35301.2510, is governed by a Management Agreement between the City of Spokane and the
Owner(s), Nathan R & Holly S South, 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 **20th** day of **April 2022**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Nathan R and Holly S South** (hereinafter "Owner(s)"), the owner of the property located at **451 West Shoshone Place** commonly known as the **Hubert and Bertha Lloyd House** 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 _____, 2022, 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 _____, 2022.

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2022, 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 _____, 2022.

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, 3rd Floor
808 W. Spokane Falls Boulevard, Spokane, WA 99201*

1. HISTORIC NAME

Historic Name **HUBERT & BERTHA LLOYD HOUSE**
Common Name

2. LOCATION

Street & Number 451 West Shoshone Place
City, State, Zip Code Spokane, WA 99203
Parcel Number 35301.2510

3. CLASSIFICATION

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

4. OWNER OF PROPERTY

Name Nathan R. & Holly S. South
Street & Number 451 West Shoshone Place
City, State, Zip Code Spokane, WA 99203
Telephone Number/E-mail 720-882-4359 Holly, hollysouth@hotmail.com

5. LOCATION OF LEGAL DESCRIPTION

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

6. REPRESENTATION OF EXISTING SURVEYS

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

**Spokane City/County Register of Historic Places Nomination
LLOYD HOUSE**

7. DESCRIPTION

(continuation sheets attached)

Architectural Classification

Condition

☒ excellent

☐ good

☐ fair

☐ deteriorated

☐ ruins

☐ unexposed

Check One

☐ unaltered

☒ altered

Check One

☒ original site

☐ moved & date

8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE

(continuation sheets attached)

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

- ☐ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method 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.

9. MAJOR BIBLIOGRAPHICAL REFERENCES

Bibliography is found on one or more continuation sheets.

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

Items are found on one or more continuation sheets.

11. GEOGRAPHICAL DATA

Acreage of Property

Less than one acre.

Verbal Boundary Description

Cannon Hill Park Addition, Lots 10-11, Block 14.

Verbal Boundary Justification

Nominated property includes entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title

Linda Yeomans, Consultant

Organization

Historic Preservation Planning & Design

Street, City, State, Zip Code

501 West 27th Avenue, Spokane, WA 99203

Telephone Number

509-456-3828

Email Address

lindayeomans@comcast.net

Date Final Nomination Heard

April 20, 2022

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 hearing: _____

City Council decision: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of the Spokane City Council 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



Lloyd House in 2022

SECTION 7: DESCRIPTION OF PROPERTY

Summary Statement

Erected in 1910 in Spokane, Washington, the Hubert & Bertha Lloyd House is an artistic blend of Spanish Mission and Craftsman-style traditions. The one-and-one-half story home is covered by a very low-pitched pavilion hip roof with widely overhanging eaves and exposed rafter tails. The north façade of the house features a full-width covered front porch with an arched center entrance and a tall square tower at the home's northwest corner. The corner tower is distinguished with a concrete balcony and a protective parapet wall. The house is supported by a basalt foundation and is clad in painted pebbled stucco. The interior of the Lloyd House is expansive and features large open living areas with boxed beamed ceilings, a fireplace, built-in bookcases, oak hardwood floors with decorative perimeter inlays, and select vertical-grain fir woodwork finished to a rich, deep brown. A north-facing two-car garage is located behind the Lloyd House. Constructed in 1919, the garage is covered by a very shallow pyramid hip roof with widely overhanging eaves and exposed rafter tails. It is clad in narrow-width horizontal clapboard siding, and supports an overhanging metal garage door. The Lloyd House/Garage retains very good integrity in original location, design, materials, workmanship and association, and is eligible for listing on the Spokane Register of Historic Places.

CURRENT CONDITION & APPEARANCE

Site

The Lloyd House is located on Lot 11, Block 14 in the Cannon Hill Park Addition on Spokane's South Hill, while the Lloyd Garage is located on Lot 10 adjacent east to the house. The entire property includes Lots 10 and 11 on Block 14, and is sited on the south side of West Shoshone Place, one block east of Cannon Hill Park. The lots together measure 100 feet wide and 120 feet deep. The house and garage are built on a north-facing hillside, and are framed by mature deciduous and evergreen trees, shrubs, and a manicured lawn. The property is surrounded by an architecturally and historically prominent residential neighborhood with tree-lined streets and well-preserved single-family homes built between 1909 and 1945.

House Exterior

The Lloyd House is one-and-one-half stories in height, and measures 36 feet wide and 42 feet deep. The house is covered with an asphalt-shingled, low-pitched pavilion hip roof.¹ Roof eaves are unenclosed, widely overhanging, and reveal exposed roof beams and rafter tails. The exterior of the house is entirely clad in coarsely pebbled stucco, and the foundation is made of random basalt rock. The majority of windows in the house are original fixed, casement, and double-hung units with multiple panes in upper sashes.

North Facade

The asymmetrical front façade of the Lloyd House faces north onto West Shoshone Place. A 36-foot-wide full-width covered front porch extends across the face of the house. The east half of the porch roof reveals an extension of the home's principal low-pitched pavilion roof with a wide overhang and exposed rafter tails. The northeast corner of the roof supports a small decorative roof gable. In contrast, the west half of the porch is not covered by an extension of the home's low-pitched pavilion hip roof but was constructed instead as a taller, square tower capped with a concrete balcony surrounded by parapeted half-walls and corner shapes similar to small square corner battlements. Concrete coping outlines and protects the edges of the tower balcony's half-walls.

The north face of the covered porch is clad in a continuation of the home's pebbled stucco. The north face of the porch features a wide, center open arch supported by two small buttresses. The arched opening is flanked by two large square openings. Two additional square openings are located at the east and west ends of the covered front porch. Concrete coping protects the bottom sill edge of each opening. Two large stair walls with concrete coping protrude outward from the arched porch opening and are clad with pebbled stucco. Seven concrete steps lead up to the center of the porch deck from a concrete walkway in front of the house. The walkway leads north to a paved sidewalk in front of the property. The deck of the covered front porch is laid with fir planks, and the

¹ Pyramidal and pavilion roof designs are similar, and their meanings are often times used interchangeably. By definition, a "pyramidal roof has four slopes terminating at a peak." In contrast, a pavilion roof has an upper termination that is "usually a ridge somewhat shorter than the length of the building." Harris, 2000.

Spokane City/County Register of Historic Places Nomination
LLOYD HOUSE

porch ceiling is covered with cedar planks. The front entrance door is located west of center at the covered porch. One row of three original windows form a wide tripartite window, which is located east of the front door. The tripartite window has multi-paned lights in the upper sash and one single pane in the lower sash. One large stationary window with multiple lights in the upper sash is located west of the front door. The front door is original and made of vertical grain fir with 12 leaded-glass lights in the upper third of the door. An original 1910 brass doorknob framed by a decorative brass escutcheon plate opens the door. Two contemporary Craftsman-style wall lanterns are located on the east and west sides of the front door.



2022 photograph of the north façade and west face of the Lloyd House.

West Face

The west end of the covered front porch features the above-referenced square tower with walls that surround a balcony. Behind the tower is another tower that is taller than the porch roof's tower. The taller tower protrudes from the west wall of the house behind the corner porch tower. The wider and taller two-story second tower is clad with a continuation of the home's pebbled stucco and is covered with a low-pitched pyramidal roof with widely overhanging eaves and exposed rafter tails. A row of three 20/1 double-hung multi-paned wood-sash windows form a tripartite window that lights the west wall of the first floor of the tower. Three casement windows with upper lights open from the tower's second floor. The remaining south half of the home's west wall reveals a continuation of the stucco cladding, the home's low-hipped pavilion roof, overhanging

Spokane City/County Register of Historic Places Nomination
LLOYD HOUSE

eaves and rafter tails, double-hung wood-sash windows with upper sash lights, and the basalt rock foundation.

East Face

The east face of the Lloyd House reveals the long north-south length of the home's low-pitched pavilion roof with unenclosed, widely overhanging eaves and exposed rafter tails. A brick chimney 10-15 feet south of the front porch rises up the east side of the house and through the roof eaves. The chimney is completely covered with the same coarsely pebbled stucco that clads the entire house. Two small multi-paned casement windows flank the chimney. Multi-paned French doors open into the dining room from the center of the east face of the house. A tripartite window with multi-paned upper sashes is located at the south end of the east face.

South Rear Face

A tripartite casement window with multiple panes in the upper sash is located at the west end of the home's south face. The rear southeast corner of the house features a small recessed porch that is covered by the roof. The recessed porch features a single exterior door flanked by multi-paned windows. A second exterior door is located in the center of the south face. The south face of the house is clad with pebbled stucco, and is shaded by the home's low-pitched hip roof with widely overhanging eaves.



View of the south rear face of the house in 2022

House Interior

The interior of the Lloyd House has 1,794 square feet on the first floor and 1,730 square feet in the basement. The center front door of the house opens to a large living room in the northeast corner of the first floor. The living room features eight-foot ceilings with boxed ceiling beams, and a hardwood oak floor with three decorative inlaid parallel mahogany/walnut perimeter strips. Considered a focal point of the living room, a ceramic-tiled fireplace is located on the room's east wall and supports a large vertical-grain fir mantel, which extends over built-in bookcases. Two original multi-paned casement windows are located above the bookcases. The fireplace hearth retains original 1910 dark green ceramic hearth tiles set in black grout manufactured by the acclaimed Grueby Faience Company of Boston, Massachusetts. The front door and woodwork in the living room is vertical grain fir finished in a rich, deep brown.



View of the Lloyd House living room and dining room, looking southeast in 2022

Through a wide opening in the wall, the living room leads south to a formal dining room articulated with an oak hardwood floor which is, like the living room, inlaid with three parallel perimeter mahogany/walnut strips. The dining room is finished with boxed ceiling beams and is surrounded by vertical-grain fir wainscoting topped with a bracketed plate rail. A wide opening in the dining room's south wall leads from the dining room into a spacious remodeled kitchen with built-in, stained Shaker-style cupboards and

**Spokane City/County Register of Historic Places Nomination
LLOYD HOUSE**

cabinets, granite countertops, new appliances, a center island, and a ceramic-tile floor, all constructed during a 2008 remodel. An interior door leads south from the kitchen into a back entrance with a laundry room. A continuation of the kitchen's stained Shaker-style casework is repeated in cabinets and a linen closet in the laundry room. A painted wood exterior rear entrance door with multiple lights is located on the east wall in the southeast corner of the room. Another exterior door is located in the center of the south wall. An interior staircase opposite the exterior door descends to a finished basement with a family room, guest bedroom, bathroom, and an unfinished storage area and mechanical room.



View of the remodeled kitchen in 2022

The home's front reception hall area looks west through multi-paned French doors to a library in the northwest corner on the first floor. The library is appointed with built-in bookcases that line the west wall under a wide multi-paned tripartite window. The library floor is oak hardwood inlaid with two parallel mahogany/walnut strips in contrast to the floor in the living room and dining room, which each display three decorative inlaid parallel perimeter strips.

Next south of the library is a pedestrian door that opens to a staircase, which rises to the second floor. The second floor of the house was originally built as a north-facing sleeping porch in the tall tower behind the covered front porch (photo page 6). The 1910

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sleeping porch was originally built as a partially enclosed room open to fresh air through window screens on the north and west walls. In 1917, the sleeping porch was enclosed as a permanent indoor bedroom. Screened windows on the north and west walls were replaced with permanent casement windows. Exterior French doors were installed in the center of the north wall, and the interior of the staircase and bedroom was painted. The cost of the 1917 construction was listed as \$500 on Spokane building permit #8664. Later in the 2000s, the stairs and bedroom were finished with wall-to-wall carpeting.

A hall door opens from the first-floor reception area on the living room's south wall, and leads to an interior hallway. The hallway leads to a bedroom located on the west wall, a built-in linen cupboard, a bathroom, and the master bedroom/bathroom in the home's southwest corner. While the woodwork in the reception hall, living room, dining room, and library are all made of stained vertical-grain fir, the woodwork in the kitchen, back laundry/mud room, interior hallway, bedrooms, bathrooms, second-floor bedroom, and basement family room area is all painted straight-cut pine. Ceiling heights are eight feet.



A 2022 photograph of the laundry/mud room in the rear southeast corner of the home's first floor. The interior door shown in the photograph opens north into the kitchen.



2022 photograph of the two-car garage built in the southeast rear corner of the backyard.

Garage

An unattached double-car garage was constructed in 1919 behind the Lloyd House in the rear southeast corner of the property. According to Spokane building permit #10270, dated April 2, 1919, the garage was erected by Spokane building contractor O. M. Lilliequist for \$200.² Designed in the Craftsman style, the north-facing garage is a one-story building, and like the Lloyd House, is covered by a low-pitched, composition shingle-clad pyramid hip roof with deeply overhanging eaves and exposed rafter tails. An overhead aluminum garage door opens from the building's north façade. With a nearly square shape, the two-car garage measures 21 feet wide and 20 feet deep with 420 unfinished interior square feet. The wood frame garage is clad in narrow-width horizontal wood siding, and features a west-facing pedestrian door flanked on the south by an original, double 12/2 multi-paned window. Before it was erected in 1919, the garage was preceded by at least two consecutive buildings also used as garages. The first garage was built for \$200 in 1913, three years after the Lloyd House was erected.³ Three years later in 1916, the 1913 garage was replaced with a new garage structure that cost \$180.⁴ The 1916 garage was replaced in 1919 with the aforementioned two-car frame garage.

² City of Spokane Building Permit #10270, 2 April 1919.

³ City of Spokane Building Permit #4271, 7 January 1913.

⁴ City of Spokane Building Permit #7151, 21 April 1916.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

The Lloyd House was pictured in a July 10, 1910 *Spokesman-Review* newspaper article shortly after it was built. The photograph of the house and its north façade photographed in 1910 appears to nearly match the appearance of the property today. An exception is a small center dormer with a low-pitched pyramid hip roof that was pictured in the 1910 photograph. The dormer was located above the center of the covered front porch and held two multi-paned windows. It was removed before or during the 1950s.

Modifications to the Lloyd House include:

1910-1955 The above-referenced roof dormer was removed before or during the 1950s.

1913 A single-car garage was erected behind the house in the southeast corner of the backyard (Spokane building permit #4271).

1916 The previous single-car garage was perhaps enlarged or a new garage replaced it (Spokane County building permit #7151).

1917 The second-floor sleeping porch was rehabilitated for use as an enclosed interior bedroom (Spokane building permit #8664).

1917-18 The wiring in the house was updated (Spokane building permit #2451).

1919 The existing double-car garage in the southeast corner of the property replaced a previous garage (Spokane building permit #10270).

1934 An electric range was installed (Spokane building permit #A4966).

1962 A convection burner was converted to gas.

1965 A metal chain link fence was built and installed across the south rear property line (Spokane building permit #B62248).

1960s-1990s Both bathrooms on the first floor were remodeled with new fixtures, plumbing, lighting, and floors. Carpet was laid in the interior first-floor hallway and the master bedroom.

2008 The basement stairs were widened and secured, and the basement was finished with a family room, guest bedroom, bathroom, storage area, and a mechanical room. The ceiling in the covered front porch was replaced. The porch's fir plank floor boards were repaired and refinished. The kitchen was enlarged and remodeled with new floor coverings, walls, ceiling, custom cabinets and casework, granite countertops, lighting,

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plumbing, and appliances. The rear southeast corner laundry/mud room was enlarged and refinished.

2020-2022 Ceilings were repaired and refinished, over 40 can lights were removed and new lighting installed, all woodwork repaired and refinished, dining room wainscoting and china cupboards rebuilt and finished, boxed beams rebuilt and refinished, library bookcases rebuilt and refinished, fireplace mantel and built-in casework repaired and refinished, hardwood floors repaired and refinished, radiators rehabilitated, exterior pebbled stucco cladding repaired, entire house exterior and interior repainted, garage repainted.

SECTION 8: SUMMARY OF SIGNIFICANCE

<i>Area of Significance</i>	<i>Architecture</i>
<i>Periods of Significance</i>	<i>1910, 1919</i>
<i>Built Date</i>	<i>1910, house</i> <i>1919, garage</i>
<i>Builder</i>	<i>E. William Larson, house</i> <i>Olaf M. Lilliequist, garage</i>
<i>Architect</i>	<i>Unknown</i>

STATEMENT OF SIGNIFICANCE

Summary Statement

The Hubert T. & Bertha Lloyd House/Garage in Spokane, Washington is eligible for listing on the Spokane Register of Historic Places under Category C for its architectural significance. Praised as a “model for neatness and architecture,” the Lloyd House was featured with a photograph of the property in a July 10, 1910 *Spokesman-Review* newspaper article.⁵ It was acclaimed as a “rare Spanish Mission type with seven rooms, hardwood floors, and a ‘lookout’.”⁶ The period of significance for the property is 1910, the year the home was constructed. It was erected for the property’s first homeowners, Bertha & Hubert T. Lloyd, an electrical engineer and a successful railroad contractor with holdings in Spokane and British Columbia, Canada. Spokane building contractor E. William Larson built the home “at a cost of about \$5,000” for Mr. & Mrs. Lloyd.⁷

HISTORIC CONTEXT

Prior to 1887, the residential area that is now platted as the Cannon Hill Park Addition was located in the southwest upland corner of Spokane. The addition was characterized by a gentle northward-facing descending slope, tall stands of fir and pine trees, rocky basalt outcroppings, and a natural water-filled, clay-lined wetland and drainage swale. The wetland and clay deposits proved beneficial to quarryman, J. T. Davis, who, in 1887, developed the area as one of Spokane’s first brickyards.⁸ The brickyard was later associated with the Washington Brick, Lime & Sewer Pipe Company, which made large quantities of bricks for the construction of homes and commercial buildings throughout Spokane. Twenty years later in 1907, the clay deposits were exhausted, and the brickyard was demolished.

Cannon Hill Park & Cannon Hill Park Addition

Occurring about the same time in 1907, the renowned Olmsted Brothers’ Landscape Architect firm from Brookline, Massachusetts arrived in Spokane. They proposed a comprehensive park plan for the entire city that included a small 15-acre park at the abandoned brickyard site. The Olmsted Brothers espoused ideals that linked clean, fresh air to renewed, invigorated health. They promoted city parks as “one of the best means”

⁵ *Spokesman-Review*, 10 July 1910.

⁶ *Ibid.*

⁷ *Ibid.*

⁸ *Spokesman-Review*, 21 July 1988

of drawing urban residents out of doors. Most importantly, they argued that parks were aesthetically necessary to cities—a way to “provide and preserve landscape for the enjoyment of [all] people.”⁹

The Olmsted’s design for Cannon Hill Park (originally called Adams Park in honor of U.S. President John Quincy Adams) was adopted, and construction commenced in 1908. The small wetland was restored with two, connected shallow ponds over which crossed two gracefully arched pedestrian bridges made of native basalt stone. Expansive manicured lawns and indigenous plants and trees surrounded the pond and bridges. Cannon Hill Park and its picturesque pond became the anchor and catalyst for much of the design, development, and subsequent successful settlement of the residential Cannon Hill Park Addition.

Arthur D. Jones & Company

Seizing his chance for speculative success, prominent Spokane businessman Arthur D. Jones and his real estate company purchased the land in the Cannon Hill Park Addition, which was bound by West 16th Avenue to West 29th Avenue, and from South Monroe and Lincoln Streets to South Bernard Street. The Cannon Hill Park Addition surrounded Cannon Hill Park and its pond and bridges as it followed the hillside south up to 29th Avenue, and was platted with 50-foot-wide lots intersected by a blend of curvilinear, diagonal and straight streets.

By 1910, residential lots in the Cannon Hill Park Addition were advertised “for sale” in Spokane’s *Spokesman-Review* and *Spokane Daily Chronicle* newspapers. In an October 30, 1910 *Spokesman-Review* article, land developer/builder Arthur D. Jones exclaimed that Cannon Hill Park and the Cannon Hill Park Addition “did not just happen but were specifically planned.” He explained:

Unanswerable Reasons Why You Should Buy in Cannon Hill Park

*The whole plan was worked out in detail before a shovelful of earth was turned. Its graceful streets, the uniformity of its clean-cut cement work (street curbs), its paved roadways, its elaborate system of tree planting [in parking strips], the general tone of the [Cannon Hill Park Addition] district—not one improvement is lacking. The graceful streets, curbs, concrete cross-walks, steel water mains, complete sewers, gas, electric lights, telephones, paved streets, everything is in now. These improvements are all paid for, all included in the price of the lot.*¹⁰

The cost of buildable lots averaged around \$1,000 each, and protective neighborhood covenants were tied in perpetuity to the deed of trust for each property. Covenants mandated in 1909 included that each dwelling cost a minimum of \$3,000-\$4,000 to build, prohibited the construction of stores or apartments, and specified that every house must sit back at least 30 feet from the street.¹¹

⁹ *Proposal to Spokane Park Board of Park Commissioners, 1907-1913*

¹⁰ *Spokesman-Review*, 30 October 1910

¹¹ *Spokesman-Review*, April 1909.

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The Arthur D. Jones & Company's commitment to the implementation of necessary infrastructure paid off. Lot sales and home construction proved steady if not robust. A June 11, 1911 progress report in the *Spokesman-Review* made the following announcement:

*"Cannon Hill Park, with its building restrictions and uniform improvements, is becoming one of the most picturesque residence sections of the city."*¹²

By 1940, nearly all of the planned residential construction in the Cannon Hill Park Addition was complete. Over eight miles of shade trees were planted between sidewalks and streets, around the park, and along the boulevard that divides 21st Avenue. Single-family homes were built according to the neighborhood's above-referenced covenants and subdivision regulations, and Cannon Hill Park became one of the city's best-loved public parklands. A real estate agent in 1990 described the neighborhood:

*People who buy here have traditional values; they like the vintage charm. They like living in a neighborhood where all the houses are unique. They are really excited about living in an area with so much visual beauty... There's a real community feeling among the people.*¹³

The Lloyd House

In 1910, Hubert & Bertha Lloyd purchased Lots 10 & 11, Block 14 at 451 West Shoshone Place in the Cannon Hill Park Addition. The Lloyds hired Spokane building contractor/carpenter E. William Larson to erect a single-family dwelling on their property at Shoshone Place. As noted in the above-referenced 1910 newspaper article, the construction cost to build the Lloyd House was \$5,000.

Subsequent Property Owners

James R. Wilson and his wife Elsie Wilson purchased the property in 1917. In 1919, they hired Spokane carpenter/building contractor, Olaf M. Lilliequist, to replace the existing garage with a new garage. Spokane building permit #10270 listed the cost of the new garage at \$200. James Wilson worked as a traveling salesman and held a job as the secretary/treasurer for the Palouse Corporation of Fruit Growers. In 1920, the Wilsons bought and moved west to a single-family home on the same street at 469 West Shoshone Place.

Nathan & Rose Silberstein bought the Lloyd House in 1920. Nathan Silberstein worked as manager and secretary/treasurer for Holzman's Jewelry Company, and later owned Nate's Jewelry in Spokane. In 1928, Ralph E. Perry and his wife, Mable Frances Perry, purchased the property. Ralph Perry was the president of the Wall Street Bank in Spokane and was later appointed a vice president of Pacific Mortgage Company. In 1933, Frank Johnson bought the house. Johnson worked at Reconstruction Finance Corporation in Spokane. The next year, Alma & Kristian Fristrup resided in the house in

¹² *Spokesman-Review*, 11 June 1911.

¹³ *Spokesman-Review*, 11 March 1990.

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1934. Mr. Fristrup was a commander in the Salvation Army and was stationed at Spokane Salvation Army headquarters in downtown Spokane.

In 1935, Marion Rogers and her husband G. Oscar Rogers, president of Spokane Stationery Company, purchased the property and lived in the Lloyd House for a few years. In 1938, Colonel Charles Stark and his wife, Dorothea Stark, bought the house at 451 W. Shoshone Place. Charles Stark worked as a picture editor for the *Spokesman-Review* for 19 years. The Stark's sold the property in 1967 for \$12,500. It changed hands several times until 2006 when Joseph & Kathleen Herzog bought it for \$276,000.

In 2020, Nathan & Holly South purchased the home for \$665,000. Nathan is a director at a technology company that works to connect people to the internet in the developing world. Holly works as a program manager at the National Conference for State Legislatures, a bipartisan research and professional development organization and legislative staff.



Lloyd House in 2022, looking at the façade northwest corner.



Spokesman-Review, 10 July 1910

New Homes in Cannon Hill Park; Number 1

From time to time the Spokesman-Review will print a series of new homes in various new additions of Spokane. The first residential addition, which will be shown, is [the] Cannon Hill Park [Addition], put on the market about a year ago by Arthur D. Jones & Co. This addition is in line to become the center of many of the attractive homes of Spokane as [minimum lot price] ...restrictions of about \$4,000 are placed on lots in this improved addition.

The picture is of H. T. Lloyd's new residence on Shoshone Place between Oneida Place and Bernard Street. It has been built by contractor E. W. Larson at a cost of about \$5,000. The house is a rare Spanish Mission type with seven rooms, all finished in hardwood floors and modern features. One of the features is the "lookout," which virtually is an ideal sleeping balcony, opening upon an open balcony above the veranda. All the rooms of this house are on the ground floor. The home is a model for neatness in architecture.¹⁴

¹⁴ *Spokesman-Review, 10 July 1910.*

HISTORIC SIGNIFICANCE

Category C

The Lloyd House was built in 1910 with a bungalow house form, and was embellished with a blend of Spanish Mission and Craftsman aesthetics.

Bungalow House Form

The Lloyd House well-reflects the bungalow house form. The word “bungalow” was derived from the East Indian word *bungali*, which means “covered porch.” The bungalow emerged as an independent movement in American architecture and became popular as an affordable home in reaction to the more elaborate and expensive Victorian styles that preceded it. The *Old House Dictionary* explains that the term “bungalow” refers to a low-slung, ground-hugging house characterized by overall simplicity and broad gables. Designs vary greatly according to geographic location, climate and architectural vernacular but all bungalows are usually limited to one or one-and-one-half stories and have a partial or full-width front porch covered by an extension of the principal roof or by a lower roof. Bungalow house forms were designed to harmonize with nature and the environment, and were embellished in many different ways, resulting in various stylistic treatments adapted from Colonial Revival, Tudor Revival, Prairie, Swiss Chalet, Spanish Mission, and Craftsman traditions. Bungalow architecture was especially popular throughout America for thirty years from 1900 to 1930, and has continued to enjoy shorter periods of historic revival throughout the late 1990s and early 2000s.

Spanish Mission Tradition

Spanish Mission architecture—a revival of artistic features and elements from earlier Spanish church and Catholic Mission examples—began appearing in the southern and southwestern United States in Florida, Texas, Arizona, New Mexico, and California around the late 1800s and early 1900s.¹⁵ In the teens and 1920s, Spanish Mission stylistic treatments enjoyed expanding popularity with Hollywood film and stage stars and at fashionable Florida resorts.¹⁶ Architectural historians Lee & Virginia McAlester (*A Field Guide to American Houses*) identify Spanish Mission features as low-pitched roofs, colorful red/orange ceramic roof tiles, shaped dormers/parapets, covered single-story front porches with prominent front arches, exterior stucco or painted brick wall surfaces, asymmetrical façade designs, and round or square towers. They explain that some landmark examples have rambling, compound plans where “square and round towers” as well as “hipped and gabled roofs are used in combination, a pattern which mimics the varied roof forms of Spanish villages.”¹⁷

The above-noted July 10, 1910 *Spokesman-Review* newspaper article described the design for the Lloyd House as a “rare Spanish Mission type.”¹⁸ Not readily seen in northern climes, Spanish Mission architecture and embellishment was infrequently used for homes and buildings erected in Spokane. At least two large landmark Spanish

¹⁵ Harris, 2000.

¹⁶ Carley, Rachel. 1994.

¹⁷ McAlester, Less & Virginia, 1989.

¹⁸ *Spokesman-Review*, July 10, 1910.

Mission mansions with ceramic-tiled roofs and shaped dormers/parapets were constructed in Spokane—the Wakefield House built in 1897 on West First Avenue, and the Dr. Thomas House built in 1905 on West Summit Boulevard. Three smaller Spanish Mission examples with shaped dormers/parapets were erected in the early 1900s-1920s in Spokane on North Sherwood Street, South Cedar Street, and West 19th Avenue. Spanish Mission homes built *without* shaped dormer/parapets include a few white-painted brick examples on Rockwood Boulevard, West 20th Avenue, South Lincoln Street, South Bernard Street, and West 30th Avenue.

The aforementioned 1910 newspaper article and photograph pictured and referred to a specific architectural feature of the Lloyd House called a “lookout.”¹⁹ The article defined the feature as an “ideal sleeping balcony, opening upon an open balcony above the veranda” (covered front porch).²⁰ The open balcony is located on the west half of the home’s north façade atop a single-story square tower. The balcony is protected and surrounded on three sides by a short parapeted wall. A larger and taller two-story square tower stands behind the smaller tower, and is attached to the smaller tower’s south rear wall. Matching the house, the taller square tower is covered with a shallow-pitched hip roof with widely unenclosed eaves and exposed roof rafters. Both towers are clad in the coarsely textured pebbled stucco that covers the entire house. While the smaller tower’s balcony covers the west half of the single-story covered front porch, the taller tower behind the single-story tower encloses a bedroom on the second floor. As described in the 1910 newspaper article, the bedroom space was originally designed as a fresh-air sleeping porch with screened window spaces and a door that opened to the concrete balcony located on top of the smaller tower. In 1917, the second-floor sleeping balcony was enclosed and finished as an indoor bedroom (page 12). A new exterior door in the bedroom opens to the parapeted open-air balcony atop the original single-story northwest corner tower.

Craftsman-Style Features

Craftsman-style influence blends well with Spanish Mission articulation at the Lloyd House, including the home’s ground-hugging bungalow form, low hipped roof, widely overhanging eaves with exposed rafter tails, textured stucco cladding, covered front porch, and tripartite windows and window pairs with multiple upper panes. Craftsman influence is seen in the home’s interior with widely open rooms, natural vertical and curly fir woodwork, boxed ceiling beams, hardwood oak floors, and built-in book shelves, bookcases, and linen closet.

Edward William Larson, Building Contractor

Not much is known about Edward William Larson. He billed himself as a carpenter and building contractor, and worked in Spokane from 1904 to 1912. A number of homes he built were located in the Cannon Hill Addition, including the Lloyd House. Further research of the hundreds of historic homes located on Spokane’s South Hill in the

¹⁹ *Spokesman-Review*, 10 July 1910.

²⁰ *Ibid.*

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Cannon Hill Park Addition may reveal more information about E. W. Larson in the future.

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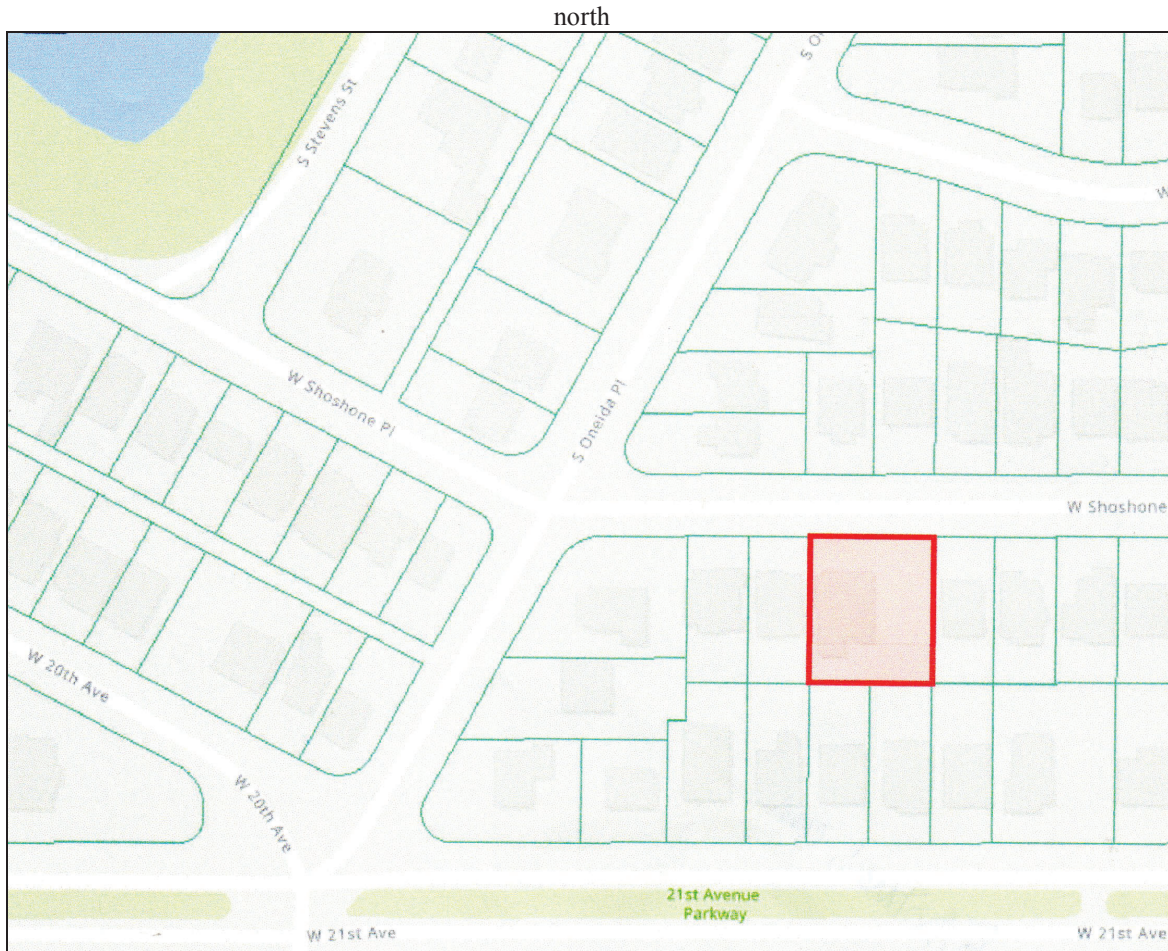
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"New Homes in Cannon Hill Park: Number 1." *Spokesman-Review*, 10 July 1910.

"Some High-Class Improvements which So-Called 'Real Estate Promotion' Made in Cannon Hill Park." *Spokesman-Review*, 11 June 1911.

"Unanswerable Reasons Why You Should Buy in Cannon Hill Park." *Spokesman-Review*, 30 October 1910

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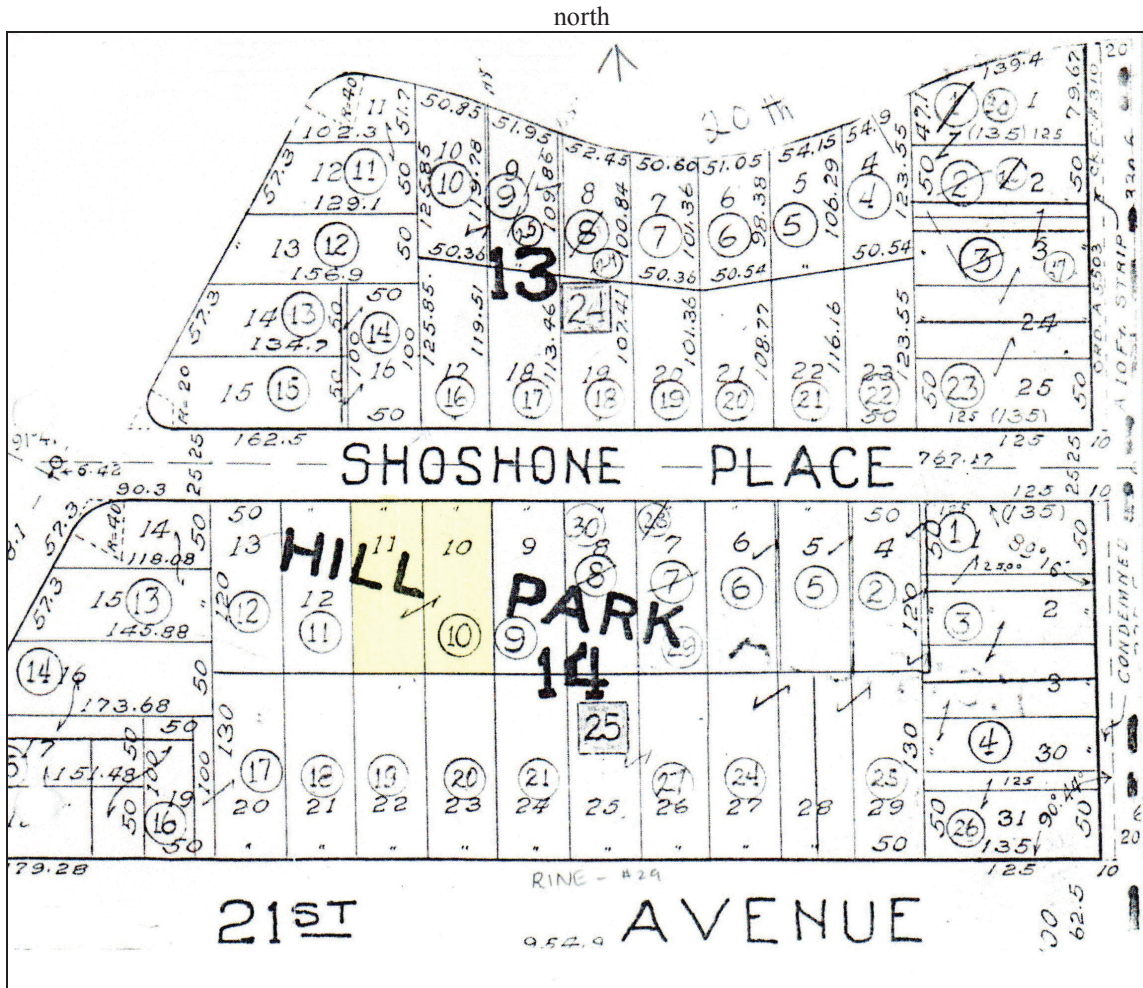


2022 PLAT MAP
Spokane City/County

451 W. Shoshone Place

Cannon Hill Park Addition, Block 14, Lots 10 & 11

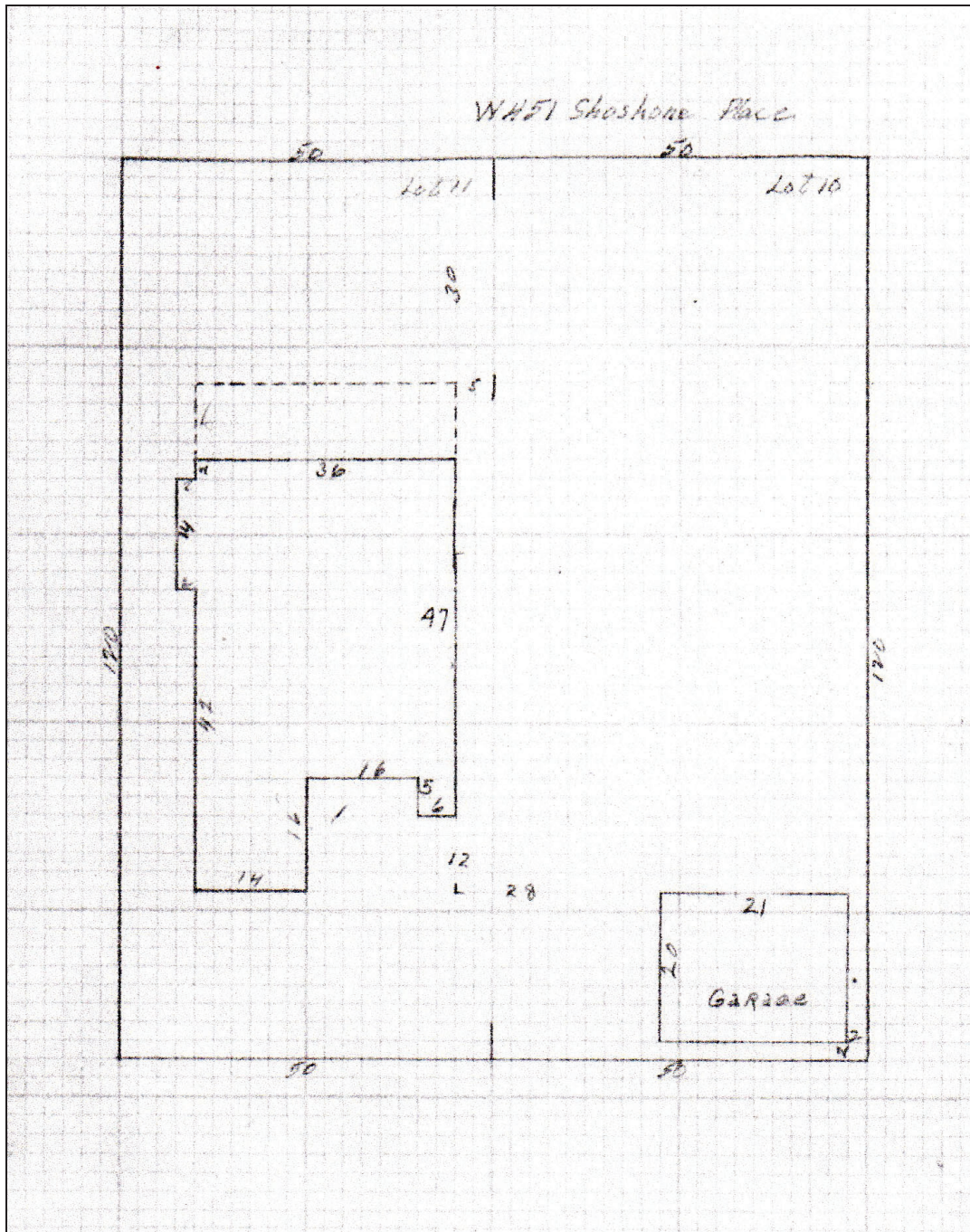
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451 W. Shoshone Place

Cannon Hill Addition, Block 14, Lots 10 & 11

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SITE PLAN

Circa 1950-1960

Spokane City/County

451 W. Shoshone Place

Spokane City/County Register of Historic Places Nomination
LLOYD HOUSE



1959 Photo

Source: Spokane City/County Assessor

Lloyd House
451 W. Shoshone Place
Spokane, WA 99203

Spokane City/County Register of Historic Places Nomination
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1967 Photo

Source: Rhodes Real Estate Company Collection
Northwest Museum of Arts & Culture
Spokane, WA

Lloyd House
451 W. Shoshone Place
Spokane, WA

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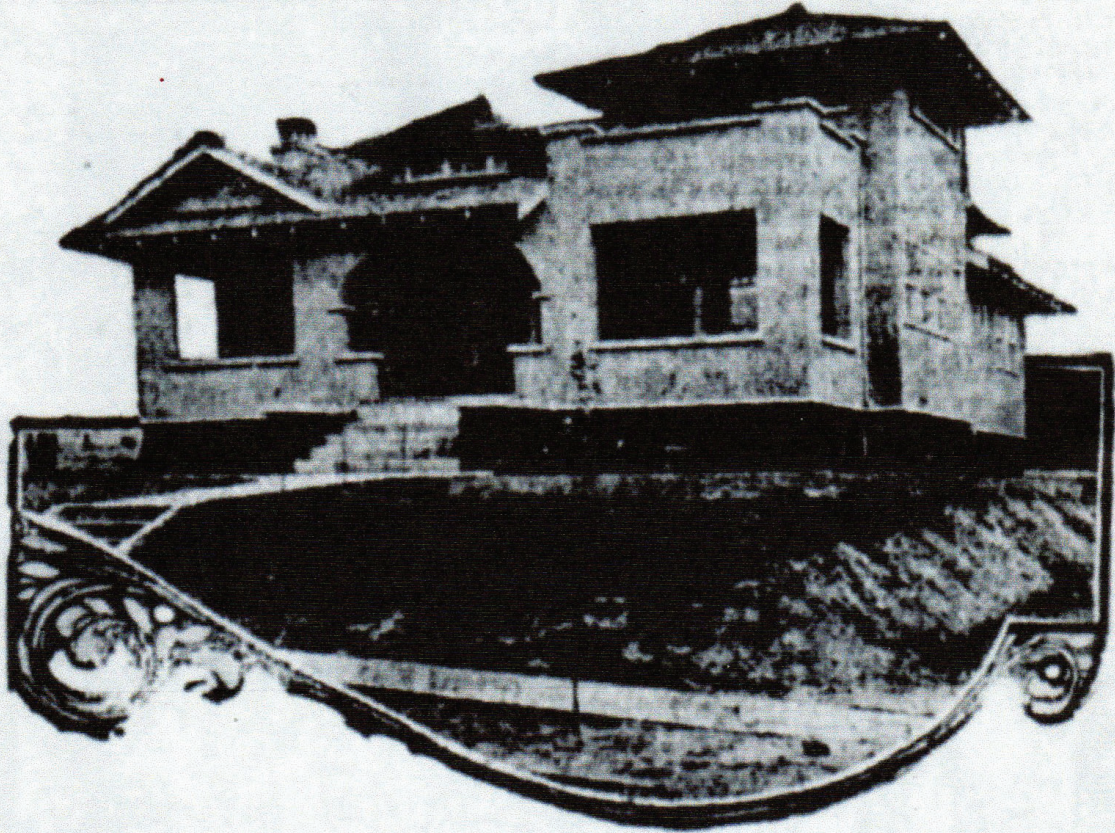
84564		Address W. 451 Shoshone		B'rms. 4	Age 1911	Price 13,250	
Occupied By Mr. & Mrs. C. R. Stark, Jr.		Phone RI7-5254		B	1	2	Floor
Owner same		Address			3	1	Bdrms.
List. Office SHERWOOD & ROBERTS, INC.		Phone TE8-4181			1-1/2		Baths
Salesman M. J. Poesl		Phone HU3-3196			2		Toilet
Must call before showing - lockbox		Key on front porch light		Insl. Walls ?	2		Basin
Name & Blks. to Schools St. Augustine & Roosevelt		1/2 Blks. to bus			-		Shower
Mtg. bal. F&C		Mo. pay		% Bank		1	Tub
Cont. bal.		Mo. pay		% Bank		x	Hwd. Fl.
Proposed terms: Cashout - FHA.					x		F. P.
Describe Kitchen: Large.					x		Ldry.
		N76819		Eating space yes	space		Rec. Rm.
Fenced yd. partly		Patio: - Storm some		Screens: some	196.7 Taxes 272.20	15 x 24	Liv. Rm.
Legal descpt. Lots 10 & 11, Blk 4, Cannon Hill Park				Sewer Y		14 x 18	Din. Rm.
Addn. to the City of Spokane.				Paving Y		100	% Bsmt.
Features: Large music room West of living room				Curb Y		60	Gal. W.H.
Curtains & drapes included.				Public Sidewalk Y		G. H. W.	Heat
				Roof Comp.		dbble.	Garage
				Approx. Sq. Ft. 1788		100x120	Lot Size
				Closing Agency Empire Closing			
84564		Address W. 451 Shoshone		B'rms. 4	Age 1911	Price 13,250	

1967 Property Description

451 W. Shoshone Place
Spokane, WA

*Source: Rhodes Real Estate Collection
Northwest Museum of Arts & Culture
Spokane, WA*

New Homes in Cannon Hill Park; Number 1



Residence of H. T. Lloyd on Shoshone place near Bernard street.

From time to time The Spokesman-Review will print a series of new homes in the various new additions of Spokane. The first addition which will be shown is Cannon Hill Park, put on the market about a year ago by Arthur D. Jones & Co. This addition is in line to become the center of many of the attractive homes of Spokane, as building restrictions of about \$4000 are placed on lots in this improved addition.

The above picture is of H. T. Lloyd's

new residence on Shoshone place, between Oneida place and Bernard street. It has been built by Contractor E. W. Larson at a cost of about \$5000. The house is a rare Spanish mission type with seven rooms, all finished in hardwood floors and modern features. One of the features is the "lookout," which virtually is an ideal sleeping balcony opening upon an open balcony above the veranda. All the rooms of this house are on the ground floor. The home is a model for neatness in architecture.

Spokane Spokesman-Review
10 July 1910

First 1913 Studebaker Sold in Spokane



Mrs. H. T. Lloyd at wheel, H. T. Lloyd and H. J. Banta in tonneau.
The new car, which is rated at 35-horsepower, is equipped with electric lighting and starting systems, making it especially desirable for a woman driver. Mrs. Lloyd will use the car while her husband, a railroad contractor, is superintending his work in northern Canada. They live at 451 Shoshone avenue.

Spokane Spokesman-Review
5 January 1913

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Photo 1
Photo of the northeast corner façade of the Lloyd House in 2022.



Photo 2
Photo looking south in 2022 at the 1910 Lloyd House and Garage.

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Photo 3
Looking northwest at the south rear face of the 1910 Lloyd House in 2022.



Photo 4
Photo of the Lloyd Garage in the southeast corner of the property in 2022.



Photo 5
Photo of front porch at north façade of house, looking east in 2022.

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Photo 6
Photo of front porch at north façade of house, looking west in 2022.



Photo 7
Photo of front door in interior of house on north wall in 2022.



Photo 8
Photo of beveled glass lights in front door on north wall of house in 2022.

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Photo 9

Photo of formal living room and study on first floor of Lloyd House, looking west in 2022.



Photo 10

Photo of study on first floor, looking west in 2022.

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Photo 11

Photo of living room in northeast corner of house in 2022, looking north through tripartite window.



Photo 12

Photo of living room on first floor, looking southeast into dining room in 2022.

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Photo 13
Photo of fireplace and bookcases in living room, looking east in 2022.



Photo 14
Photo of oak hardwood floor with mahogany and walnut inlaid strips, looking in northeast corner in 2022.

Spokane City/County Register of Historic Places Nomination
LLOYD HOUSE



Photo 15

Photo, looking south from living room into dining room and kitchen on first floor in 2022.



Photo 16

Photo of east wall in dining room in 2022.

Spokane City/County Register of Historic Places Nomination
LLOYD HOUSE



Photo 17
Photo of west wall in dining room in 2022.



Photo 18
Photo of kitchen, looking southeast in 2022.

Spokane City/County Register of Historic Places Nomination
LLOYD HOUSE



Photo 19
Photo of kitchen, looking southwest in 2022.



Photo 20
Photo of kitchen, looking south in 2022.

Spokane City/County Register of Historic Places Nomination
LLOYD HOUSE



Photo 21
Photo of rear southeast mud/laundry room in 2022, looking south.



Photo 22
Photo of rear southeast mud/laundry room in 2022, looking west.

Spokane City/County Register of Historic Places Nomination
LLOYD HOUSE



Photo 23
Photo of southeast rear entrance in mud/laundry room in 2022, looking east.



Photo 24
Photo of original built-in linen closet in interior hallway, first floor in 2022.

Spokane City/County Register of Historic Places Nomination
LLOYD HOUSE



Photo 25
Photo of first-floor bathroom in 2022.



Photo 26
Photo of first-floor bedroom on west wall in 2022.

Spokane City/County Register of Historic Places Nomination
LLOYD HOUSE



Photo 27

Photo of master bedroom in southwest corner of first floor, looking north in 2022.



Photo 28

Master bedroom, looking south onto backyard in 2022.

Spokane City/County Register of Historic Places Nomination
LLOYD HOUSE



Photo 29

Looking northwest in 2022 through second-floor bedroom and door to exterior balcony.



Photo 30

Looking west in 2022 through second-floor bedroom.

Spokane City/County Register of Historic Places Nomination
LLOYD HOUSE



Photo 31
2022 photo, picturing hallway and basement family room, looking north.

Spokane City/County Register of Historic Places Nomination
LLOYD HOUSE



Photo 32
2022 photo of basement family room, looking northwest.



Photo 34
2022 photo of west window in family room.

Spokane City/County Register of Historic Places Nomination
LLOYD HOUSE



Photo 35
2022 photo of guest bedroom in basement family room, looking north.



Photo 36
Looking south in 2022 through basement family room.



Agenda Sheet for City Council Meeting of: 05/23/2022

<u>Date Rec'd</u>	5/11/2022
<u>Clerk's File #</u>	OPR 2022-0367
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Agenda Item Name</u>	0470-KEMP HOUSE NOMINATION TO THE REGISTER OF HISTORIC PLACES

Agenda Wording

Recommendation to list the Charles & Maud Kemp House, 404 W Sumner Ave, 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 Charles & Maud Kemp House has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

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

Approvals

<u>Dept Head</u>	DUVALL, MEGAN
<u>Division Director</u>	DUVALL, MEGAN
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	
<u>Council Sponsor</u>	
<u>Distribution List</u>	
mduvall@spokanecity.org	
sbishop@spokanecity.org	
lcamporeale@spokanecity.org	

Additional Approvals

Purchasing

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Charles & Maud Kemp House – 404 W Sumner Avenue

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 1910; the Charles and Maud Kemp House 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, E).**
 - The Kemp House meets Spokane City/County Register of Historic Places **Category C**, as a property that represents high artistic values.
 - The Kemp House's design combines the Arts and Crafts style with Tudor Revival details while adding singular details in an artful and unique manner. Of particular note is the use of fine quality materials, which combine textures and colors in unique ways, such as the use of beige brick with red mortar which complements both the deep red trim on the house and the pale stucco cladding.
 - Features of the Kemp House that display elements of the Arts and Crafts style include the use of natural materials such as brick, stucco, wood shingles, and stone. Details that display the craftsmanship of the home include the deep eaves, exposed rafters, decorative barge boards, shaped knee brackets, and extended beam ends. The defined outdoor spaces include a wrap-around porch, trellises, and extensive porches of varied design, both covered and uncovered. On the interior, the extensive use of wood, the simplicity of the wood trim, and boxed beams are reminiscent of the Arts and Crafts style. Elements of the Tudor Revival style that can be seen in the Kemp House are more steeply pitched roofs than a typical Arts and Crafts house might have, a prominent chimney, the use of decorative half-timbering details, and windows and leaded glass windows with small panes (both diamond-shaped and rectangular panes).
 - The architect for the Kemp House was Alfred D. Jones. Jones, who was from Chicago, spent most of his short career in Spokane, before dying in San Diego in 1915 at the age of 42. Despite the fact that his life was cut short by tuberculosis, he was amazingly prolific, designing numerous residential (both single family properties and apartment buildings), commercial, and industrial properties throughout the city, many of which are listed in the National Register of Historic Places and/or on the Spokane Register today.
 - The Kemp House retains very good integrity and is in excellent condition.
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 Kemp House is remarkably well-preserved and is architecturally significant representing high artistic values in Arts and Crafts architectural style with Tudor Revival detailing.
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 Charles & Maud Kemp House according to the appropriate criteria at a public hearing on 4/20/22 and recommends that the Charles & Maud Kemp House be listed on the Spokane Register of Historic Places under Category C - Architecture.

After Recording Return to:
City of Spokane Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

CLIFF PK RES ELY 1/2 OF L3;ALL OF L4-5 B18

Parcel Number(s) 35194.0903, is governed by a Management Agreement between the City of Spokane and the Owner(s), Larry and Linda Milsow, 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 **20th** day of **April 2022**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Larry and Linda Milsow** (hereinafter "Owner(s)"), the owner of the property located at **404 West Sumner Avenue** commonly known as the **Charles and Maud Kemp House** 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 _____, 2022, 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 _____, 2022.

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2022, 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 _____, 2022.

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: Kemp, Charles J. and Maud, House
And/Or Common Name: 404 W. Sumner Avenue

2. Location

Street & Number: 404 W. Sumner Avenue
City, State, Zip Code: Spokane, WA 99204
Parcel Number: 35194.0903

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 type="checkbox"/> work in progress	<input type="checkbox"/> commercial	<input type="checkbox"/> park
<input type="checkbox"/> structure			<input type="checkbox"/> educational	<input checked="" type="checkbox"/> residential
<input type="checkbox"/> object	Public Acquisition	Accessible	<input type="checkbox"/> entertainment	<input type="checkbox"/> religious
	<input type="checkbox"/> in process	<input type="checkbox"/> yes, restricted	<input type="checkbox"/> government	<input type="checkbox"/> scientific
	<input type="checkbox"/> being considered	<input checked="" 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: Larry and Linda Milsow
Street & Number: 404 W. Sumner Avenue
City, State, Zip Code: Spokane, Washington 99204
Telephone Number/E-mail: lindacmilsow@msn.com; 509-220-4438

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: City of Spokane Landmark Survey
Date: 1978 ☐ Federal ☐ State ☐ County ☒ Local
Depository for Survey Records: 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 Categories and Statement of Significance

Applicable Spokane Register of Historic Places category: 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 acre
Verbal Boundary Description: Cliff Park, east half of Lot 3 + all lots 4+5 Block 18
Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Diana J. Painter, PhD
Organization: Painter Preservation
Street, City, State, Zip Code: 3518 N. C Street, Spokane, WA 99205
Telephone Number: 707-763-6500
E-mail Address: dianajpainter@gmail.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 hearing: _____

City Council decision: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of the Spokane City Council 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

SUMMARY STATEMENT

The Charles J. and Maud Kemp House at 404 W. Sumner Avenue is a two-story house on a raised basement with a steeply pitched, side gable roof with a large, front-facing gable and a series of dormers. The roof on this north side is embellished with deep eaves with exposed rafters and extended beam ends. The building footprint is irregular, in part due to a series of outdoor spaces, including a wrap-around porch on the east and north (front) facades, a deep entry porch on the east (right) side of the rear façade, and a porte cochere with an upper-level covered porch on the west side, which in turn leads to a pergola in the west side yard. The brick masonry house is finished in beige brick with dark red mortar at the first-floor level and stucco at the second floor. The attic level is also finished in stucco with false half-timbering details. The visible foundation is finished in rockface stone in a random coursed ashlar pattern that covers a rubble stone foundation, and the roof is clad in composition shingles. The Arts and Crafts style house with Tudor Revival details was designed by Spokane architect Alfred Jones and constructed in 1910.

PHYSICAL DESCRIPTION

Location and Setting

The Charles J. and Maud Kemp residence at 404 W. Sumner Avenue is located in the northeast sector of the Marycliff-Cliff Park Historic District on the South Hill, south of W. Cliff Drive at the edge of the bluff and north of Sumner between S. Grove Street (and S. Ben Garnett Way) and S. Stevens Street. Edwidge Woldson Park is to the north and Cliff Park is one block to the south. The house sits on a 25,000 square foot through lot that extends from Cliff Drive to Sumner Avenue. It is set back from Cliff Drive by a circular driveway and from Sumner Avenue by a second entry drive that passes the garage to the west and continues through the porte cochere. W.



1. Kemp House from Cliff Drive

Cliff Drive passes between the Marycliff/Cliff Park Historic District and Edwidge Woldson Park to the north. Topographical changes within Edwidge Woldson Park allow for an expansive view of the city from the north side of the property. W. Sumner Avenue, on the south side of the property, is a tree-lined street of houses in various architectural styles from the 1912 Tudor Revival Nuzum House by Cutter & Malmgren to the Shed style Don Murray House, designed by Murray in 1965. S. Stevens Street to the west (northwest) connects Sumner Avenue and Cliff Drive, whereas S. Ben Garnett Way curves and continues down the South Hill

underneath Cliff Drive, connecting the neighborhood to the heart of downtown Spokane. The small block contains only four houses.

Exterior Description

North (front) façade. The front façade of the two-story house features a large dormer with a steeply pitched gable roof supported by knee brackets on the east (left) side with a smaller dormer on the right side. The large dormer features shingle siding and two fixed windows with leaded diamond-shaped panes and false half-timbering detailing under the gables. A covered porch extends the full width of the ground floor. The flat porch roof here is supported by brick-clad piers, whose lines are carried to the second level open balcony, which is enclosed with a low solid wood rail with decorative detailing. On the back wall of the ground-level porch is a wood entry door with a tall single glass light topped by a transom window, flanked by large sidelights of beveled leaded glass, which are also topped by transom windows. This ensemble is slightly offset from the center of the back façade. To its left is a broad window with multiple lights over a single pane, which lights the living room. To the right of the entry door is a smaller window with a similar design that lights the front parlor. At the second level are two narrow and two broad, individually placed, double-hung windows with multiple lights over one light. Centered on the rear façade is



2 Front porch detail, north elevation

a broad front entry stair with seven steps and solid, stucco-clad cheek walls and brick-clad piers at the base of the stairs. This stair leads to the circular driveway to the house.



3 Northwest elevation

West side façade. At the northwest corner of this façade is a two-story canted bay covered by a steeply pitched gable roof with false half-timbering details. Windows are typically one-over-one-light, double-hung windows. The focal window at the ground level here has beveled leaded glass in the upper portion. The one-over-one-light window at the basement level is surmounted by a brick splayed lintel. To the right of the bay is the porte cochere and second level covered porch. Two broad concrete stairs are located at the door to the porte cochere, one accessing the driveway that moves through the porte cochere and one leading to the front yard. Toward the south side of this façade is a large square bay, covered with a gable roof, from which projects the porte cochere. The south-facing windows on this bay, at the lower and upper levels, have one-over-one-

light sash. Above the southernmost bay is a small, gabled dormer. At the base of the building on this façade are three ground-level windows illuminating the west cellar. One-over-one-light windows are typical on the bay and on the front portion of this façade.

South (rear) façade. The rear façade of the house is asymmetrical in design with a moderately pitched gable roof on the west (left) side. On the southwest set back view there are two one-over-one-light, double-hung windows on the first and second floors. On the main façade is a one one-over-one-light, double-hung window at the ground floor and two similar double-hung windows above. Extending



4 Southwest elevation

over the broad entry stair to the right is a shallow-pitched gable roof with extended beam ends supported by wood posts with ornamental brackets. The balustrade has simple vertical balusters, and the back door displays four horizontal lights topped by a transom window. To its right is a tall, multi-light fixed window. To its left at the ground level is the original two-leaf cellar door. Above this entry is a small balcony with a low solid rail. Visible to the right and set back from the front face of the building is a stair leading to the east side of the wrap-around porch, which is covered by an



5 Southeast elevation from Sumner

open trellis supported brick-clad piers. Chimneys with corbelled chimney caps are located in the southwest corner, the center of the west façade, and the northeast corner of the house.

Visible to the left is the porte cochere, which is supported by large, brick-clad piers. At the second level, above the porte cochere, is a porch covered by a side gable roof, supported by heavy, stucco-clad piers and enclosed with a solid rail. Beyond the outer edge of the porte cochere, continuing into the side yard, is a pergola covered by a wood trellis that is supported by heavy, brick-clad piers. On the south side of this feature is a curved balcony

flanked by two open stairs that lead to the southwest yard.

East side façade. On the east side façade a multi-light window above vertical board encloses the first bay of the south entry porch, while three ganged, twelve-light fixed windows in the second bay light the enclosed sunroom on the interior. Above is an open balcony with a low solid rail. To the right of this feature is a two-story canted bay covered by a gable roof. Windows here are tall, one-over-one-light, double-hung sash at the left side ground level with a center single window with beveled leaded glass in the upper portion at the ground level and shorter double-hung windows at the sides and a single window with leaded glass above, at the second level. At

the northeast corner, double-hung windows are found at the first and second levels. A two-over-two-light window to the left of the stair lights the basement level. Nine concrete steps behind the bay window lead to the wrap-around porch on the east façade, which is covered by a wood trellis supported by brick-clad piers and enclosed by a solid railing. This ends at the solid, stucco-clad balustrade on the rear façade.

Noteworthy Exterior Features. Among the noteworthy features of the house's exterior are the brick detailing on canted bays, in which the bricks extend beyond the vertical corners in an obtuse-angled corner; the highly decorative brackets on the house and shaped beam-ends; the Iron Cross motif that can be seen on the second level porch balustrade (this motif is repeated on interior features); and the rich mix of finishes and window designs.



6 Enclosed sunroom - east elevation

Interior Description

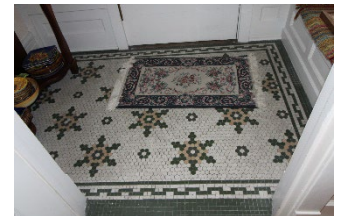
The following descriptions begin at the entry hall, continue from the northeast corner of the living room and travel southward toward the kitchen, then resume in the northwest corner of the house (the front parlor) and then travel southward toward the kitchen again.



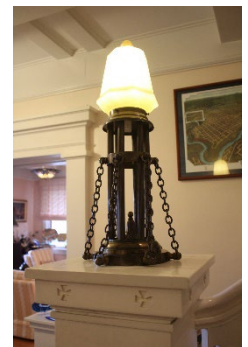
9 Entry hall looking from the living room toward the interior front door

low, paneled half wall inset with pocket doors. Straight ahead is a double L-shaped stair to the upper floor. To the right of the stair is a small settee in a vestibule, a hall toward the west that accesses the porte cochere and a second hall to the right of the settee, which leads south toward a bathroom and the den in the west rear corner of the house. The first east-west hall contains a display area and terminates with a door with three-quarter-height glass and a transom. Noteworthy features of the entrance hall and stair include the boxed ceiling, the large newel post at the bottom of the stairs, the original light fixture mounted on the newel post, and the balustrade with sawcut openings and applied ornamentation.

Entry hall. The house is entered from the north side, which faces Cliff Drive and the property's circular drive. The entry is slightly offset to the west side of the porch and accesses a shallow vestibule with a hex-tile floor in a geometric pattern, before reaching a large entry hall. The entry door to the hall is broad, with a tall light, and beveled, leaded sidelights. To the left is the living room and to the right is the front parlor. Both entries to the front rooms are partially enclosed by a



8 Hex tile floor in vestibule



7 Original newel post light fixture

Living room. The living room is centered on a large, single-hung window with a large beveled leaded glass pane over the plain pane below. This window is on the back wall of the front porch. On the east side of the room is a wide fireplace. Flanking the fireplace are horizontally oriented, beveled and leaded glass windows with similar motifs as seen elsewhere in the house. The ceiling is finished with boxed beams and the floor is hardwood. To the rear (south side) of the living room is a broad opening with pocket doors, similar to those seen from the front entry hall, which leads to the dining room in the southeast corner of the house.

Dining room. The dining room is centered on the canted bay window on the east side of the house, which has an exterior entry door with full-height glass that accesses the wrap-around porch. A hallway leads from the back wall of the dining room to the kitchen. This hall contains built-in and added cabinetry that functions as a pantry.



10 Dining room

Enclosed sunroom. The enclosed sunroom is north of the rear entry vestibule in the southeast corner of the house. It functions as an office and breakfast room today. Straight ahead on entering the room is the bank of three multi-light windows that face east. To the right are the windows that look out onto the rear entry vestibule to the south.

Kitchen. The kitchen extends east-west within the southwest corner of the house. It is accessed from the exterior via an entry vestibule accessed in turn by the rear entry door to the house. This door has stained glass in the upper portion and three panels below. To its left is a broad opening to the enclosed sunroom.

The sink and a window are on the west wall of the kitchen, while an angled island runs the length of the room, east to west. An easterly hall from the kitchen extends north to the dining room. On each side of this hall are built-in cupboards and a closet that function as a pantry. A westerly second hall extends north toward the front entry hall of the house. Off this hall, near the kitchen, is an enclosed stair to the basement and a second back stair (servant's stair) to the second floor.

Front parlor and secondary hallway. The front parlor is in the northwest corner of the house. The room is centered on the canted bay window on this side of the house, with its broad central window with leaded glass in the upper portion. On the north side of the room is a double-hung window with leaded glass in the upper portion. Beyond the den and off the hall to the kitchen is an east-west hall that extends west toward the porte cochere. This hall functions as a display area. It terminates with a door with three-quarter height glass and a transom window above.



11 Front parlor

Den. A bathroom and the den are the next rooms on this floor. The den features a small, tiled fireplace in the northwest corner that is built at an angle to the room and features an Arts and Crafts tile above the mantle. The bathroom, like other early bathrooms in the house, feature small hex-tile flooring with a Greek key border.



12 Upstairs hall

Upstairs hall & rooms. The upstairs hall, which is accessed via a double L-shaped stair from the main entry hall and an L-shaped stair from the back stairs, is broad and long enough to accommodate these entries, plus doors to three bedrooms, a laundry, a door to the attic, a door to the exterior second level covered porch on the west side of the house, the door to the small porch over the main entry and a door to the upstairs bathroom. An original bathroom on the second floor features small hex tile in a border around a plain white field. A second bathroom was formed from two closets that served two bedrooms. These closets were replaced in one of the bedrooms with a new built-in unit. Doors are typically wood, five-panel doors. The balustrade at the main stair continues on the second floor. It features both cut-out and applied wood decorations that is a combination of squares and vertical wood embellishments on spaced flat boards. Iron Cross embellishments can also be seen. Since the bay windows on the house are two stories in height, two of the upstairs rooms also feature bay windows.

Noteworthy interior features. Among the noteworthy features in the house interiors are the decorative balustrade on the stairs; the large newel post at the base of the stairs, which showcases a large original metal light fixture covered by a glass shade; the boxed beam ceilings; the Arts and Crafts fireplace; the beveled and leaded glass windows; and the original radiators.

Attic and cellar. Both the attic and cellar of the house are unfinished. The attic is open. The basement has several interior rooms. Its walls are rubble stone. It is used for storage, a wood shop, and similar uses.

Garage. The garage is located in the southwest corner of the parcel against the west property line. The two-car garage has a cross-gable roof, with a front-facing gable over the main garage doors. Two dormers with two-over-two-light windows face north and south from within the main roof, while a small chimney extends from the cross gable on the southwest side of the roof. The enclosed gable over the garage doors has a tall fascia, paired two-over-two-light windows, and a pent roof supported by shaped, exposed rafters. These rafters are typical of those seen throughout the building. The cross beam that supports these rafters also



13 Garage - nearest to Sumner Avenue

features an ornately shaped beam end. It sits on secondary beams that are in turn supported by large posts mounted on short sidewalls that are clad in the same beige bricks that are seen on the main house. The building itself is clad in these same bricks to the windowsills, with stucco finishes above. The foundation is concrete, and the roof is composition shingle. The garage doors each have four, ganged, two-over-two-light windows in the upper portion. Windows on the main body of the building are single light casement windows. Attached to the north side of the building is a trellis with brick flooring that is supported by large posts that sit on short concrete piers. The cross beam on the trellis here has the same decorative beam ends as seen elsewhere on the building. From this vantage point one can view the garden that is along the west property side, west of the main entry drive. It was built in 1910.

Landscaping & landscape features. The landscaping on the parcel is characterized by a formal planting with boxwood hedges between the garage and the front property line; the formal but simple yard southwest of the house; tall hedges that screen the property in some locations; and the informal placement of mature trees. The depressed area in the west side yard can be accessed by a brick stair from the pergola that fronts the porte cochere, brick steps from the driveway area, and concrete steps from the trellis attached to the garage. In the center of this space is a small round bed lined with concrete, with a small deciduous tree within it. The driveways are concrete, as are the walkways. A curved driveway leads from Sumner Avenue to the garage and to the porte cochere. A circular driveway extends from Cliff Drive into the front yard. These driveways meet at the porte cochere.

CHANGES OVER TIME

Changes to the house have been relatively minor, particularly considering the time that the Milsows have owned the house, which they bought in 1987. The kitchen was remodeled in the 1960s and the Milsows remodeled it again in the late 1980s. Changes to the exterior include the addition of an extended porch and gable roof over the rear (south) entry. The porte cochere was also extended in the early 1990s with a porch covered with a pergola and a curved balcony that overlooks the west side yard.

Changes to the interior are also relatively minor. Additionally, some changes were made before the Milsows bought the house, including remodeling the den and adding a bathroom on the first floor. The entry vestibule at the kitchen had been enclosed prior to the Milsows buying the house, but they added the porch. The enclosed sunroom adjacent to it had been altered before the Milsows bought the house.

A pantry was added in place of an earlier closet in the hallway between the kitchen and dining room circa 1920, in conjunction with the remodel of the den. The remainder of the changes were added since the house was purchased by the Milsows. A travertine surround was added to the living room fireplace in the 1990s to accommodate a glass fireplace screen. At the second floor, a servant's quarters toilet was removed, and the space used for a built-in desk. A bathroom between two upstairs bedrooms was fashioned from two closets and a new built-in closet added in one of the bedrooms.



14 Kitchen

The Charles and Maud Kemp House retains excellent integrity of location, design, setting, materials, workmanship, feeling, and association. It is in excellent condition. The setting has been slightly altered by the improvement of S. Ben Garnett Way, but this did not affect the Kemp House.

SUMMARY STATEMENT

The Charles J. and Maude Kemp House is significant under Category C, for the design of the house, specifically as a work of high artistic value. The Kemp House is designed in the Arts and Crafts style but also displays Tudor Revival characteristics. It combines the two styles, while adding singular details in an artful and unique manner. Of particular note is the use of fine quality materials, which combine textures and colors in unique ways, such as the use of beige brick with red mortar, which complements both the deep red trim on the house and the pale stucco cladding. Among the outstanding features of the



15: *Spokesman Review* - May 15, 1909

building are its siting at the edge of the bluff above Edwidge Woldson Park, which affords the house expansive views of the city skyline; and its extensive incorporation of indoor/outdoor spaces on the west, north and east sides of the house via the use of multiple porches of various designs.

The architect for the Kemp House was the highly regarded Alfred D. Jones. Jones, who was from Chicago, spent most of his short career in Spokane, before dying in San Diego in 1915 at the age of 42. Despite the fact that his life was cut short by tuberculosis, he was amazingly prolific, designing numerous residential (both single family properties and apartment buildings), commercial, and industrial properties throughout the city, many of which are listed in the National Register of Historic Places and/or on the Spokane Register today. He also designed several noteworthy buildings for C. J. Kemp, including his department store on W. Main Avenue and N. Washington Street (the Liberty Building today), which is individually listed in the National Register and on the Spokane Register; the Kempis Apartments, which is listed in the Spokane Register; and the subject building, the

Kemp residence at 404 W. Sumner Avenue, which is a contributing property to the Marycliff/Cliff Cannon National Register Historic District. The Kemp House retains very good integrity and is in excellent condition.

The Charles J. and Maude Kemp House has potential to be significant under Category B, for its association with prominent Spokane businessman and real estate developer Charles John Kemp. Kemp only lived in the house for four years, however, from 1910 to 1914,

before his early death at age 52. Kemp was an important patron for architect Alfred Jones and it is this sense that his influence is noted here.¹

HISTORIC CONTEXT

The following historic context discusses the history of the house and neighborhood; key individuals associated with the house, primarily the first owner Charles J. Kemp, who hired architect Alfred Jones to design the house; the architect Jones; and information about the architectural style of the house, which is an excellent example of an Arts and Crafts house with Tudor Revival influences.

The Marycliff/Cliff Park Historic District

James N. Glover, who is credited with founding Spokane, platted Spokane Falls, as it was known, in 1878. Spokane became a railroad hub with the arrival of the Northern Pacific Railroad in 1881, followed by completion of the transcontinental link in 1883. The young city, which also had a fortuitous source of waterpower in Spokane Falls, became a regional center for the mining, timber harvesting, and agricultural industries. Glover would eventually sell half his interest in his 22-block town site to John J. Browne and A. M. Cannon. Their additions, which became known as Browne's Addition and Cannon's Addition, were to become the first exclusive residential enclaves in the city.

Spokane's first growth spurt occurred in the decade from 1880 to 1890. In 1880 the city's population was 350. By 1890 it was 20,000 within the corporate limits. This made it the largest inland city west of Minneapolis and north of Salt Lake City.² The population nearly doubled again by 1900 and then rose to 104,000 people by the time of the 1910 census. This paralleled a strong growth trend throughout the Pacific Northwest and spurred the rapid expansion of residential neighborhoods.

The Spokane fire of 1889 drew settlers to Spokane, which stimulated the economy and kicked off the city's most prolific period of growth – the post-fire years of 1890 to 1912 – which resulted in the patterns seen in the city's urban form today. This is the period in which Charles Kemp and Henry Hebert developed their business, built their new department store, and in which Alfred Jones conducted his architectural practice. The Kemp & Hebert store opened in 1892. In 1907 it was one of four major department stores in Spokane.³ By 1908 Kemp & Hebert opened their new store at Main Avenue and Washington Street, designed by architect Alfred Jones. Jones had established his own practice in 1904 after working four years for the highly-regarded Spokane architect

¹ Note that his wife Maud lived in the house from 1910 to her death in 1962, with two subsequent husbands and other family members. Her second husband was T.H. Hebert, Henry Hebert's brother.

² Donald Meinig, "Spokane and the Inland Empire: Historical Geographic Systems and a Sense of Place," in David H. Stratton's *Spokane and the Inland Empire*, Pullman, WA: Washington State University Press, 1991:13.

³ Dan Webster, "I'm Still Standin', Liberty Building marks centennial," *The Spokesman Review*, September 19, 2008:13.

Albert Held. In 1909 Kemp commissioned Jones to design a fashionable, eleven-room house for him and his family in the emerging Marycliff/Cliff Park neighborhood.

The Marycliff/Cliff Park Historic District. The Charles and Maud Kemp House is located in what is the Marycliff/Cliff Park Historic District today. The neighborhood has two distinct parts whose development spans the years 1889 to 1941. The Kemp House is located in the north section, which developed into a distinctive residential area later than areas that were on the lower portion of the neighborhood around Cliff Park.⁴ In fact, the Kemp House was one of the earliest between Sumner Avenue and Cliff Drive, above Pioneer Park (now Edwidge Woldson Park).⁵ When this area developed, it was with large houses on large lots that were sited to take advantage of views of the city. The houses are known for a high quality of construction, variation in design expression, and are associated with such highly regarded architects as the renowned Kirtland Cutter, who set the “tone” for the neighborhood. Other prominent architects who designed houses above Pioneer Park along Sumner Avenue are Karl Malmgren, Cutter’s partner, Whitehouse and Price, Albert Held, and Rigg and Vantyne. Malmgren and Ernest Price designed homes for themselves on Sumner Avenue.

As stated in the National Register nomination for the Marycliff/Cliff Park Historic District, the homes along Sumner have “contributed to one of the most impressive and prestigious residential areas in Spokane.”⁶ Owners in the second wave of new residents in the Marycliff/Cliff Park Historic District included capitalists, business owners such as Kemp, professional men such as doctors, dentists, attorneys, and bankers, lumbermen, and elected officials.⁷ Charles Kemp, Henry Hebert, and R. B. Paterson, owner of the Crescent Department Store, were called out specifically as important department store owners who lived in the district. While growth in the city as a whole slowed dramatically after 1912, the area between Sumner Avenue and Cliff Drive continued to develop into the early 1940s.⁸

Profile of Charles J. Kemp

The Charles J. and Maud Kemp House was commissioned by Charles Kemp about 1909 to serve as the family home, which it did from the time of its construction in 1910 to 1962, when Kemp’s widow

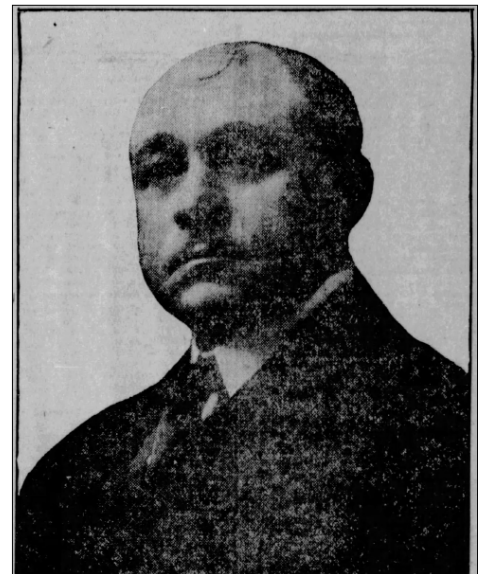


Figure 6: Charles Kemp, Spokesman Review - July 26, 1914

⁴ Sally R Reynolds, *The Kemp & Hebert Building National Register of Historic Places Registration Form*, July 1993:2.

⁵ Sanborn Fire Insurance map, 1910.

⁶ Claire Bishop and Sara Patton, *Marycliff/Cliff Park Historic District National Register of Historic Places Inventory – Nomination Form*, October 1978, Section 8, Page 7.

⁷ Reynolds, Section 8, Pages 5 and 6.

⁸ Building permits fell by half from 1911 to 1912, and by half again in 1913. Meinig, 1991:20:

died. Charles John Kemp was born in Ann Arbor, Michigan in 1857. He was orphaned at an early age and supported himself as a newsboy in Ann Arbor. Later, as he traveled west, he worked in the Black Hills area as a cowboy before arriving in Spokane in the mid-1880s, first working for E. Buddy's mercantile store as a clerk. This is where he met Henry H. Hebert, with whom he would form the partnership of Kemp & Hebert. They took over E. Buddy's business, opening their store in 1892. It was first located in the Green block on Riverside Avenue between Washington and Stevens streets. By 1895 they had expanded into the Tidball Block next door and added two employees. In 1908 they moved into the building that Alfred Jones designed for them at the northwest corner of Main Avenue and Washington Street.⁹ This building, called the Liberty Building today, is still extant and has been listed in the National Register of Historic Places since 1994¹⁰ and the Spokane Register of Historic Places since 1993.

In addition to the Kemp & Hebert building, Kemp owned the Kempis Apartments (still extant), also designed by Alfred Jones and listed in the Spokane Register of Historic Places.¹¹ He also held additional real estate investments in eastern Washington and Canada.¹² Kemp became ill in January 1914 and in July 1914 traveled to Seaside, Oregon with his family and the Heberts in an attempt to regain his health. He died in Seaside that year at age 58.



Figure 9: Grand opening of the Kemp & Hebert store, 1908 (Spokane Evening Chronicle)

The Department Store. The Kemp & Hebert Department Store was considered one of the Northwest's oldest and most successful dry goods establishments: "From a small, two-man Spokane haberdashery, the Kemp & Hebert Corporation grew to include one of the largest retail and wholesale dry goods companies in the Northwest."¹³ The Spokane fire of 1889 drew settlers to Spokane, which stimulated the economy, and the Kemp & Hebert emerged in this economy. The Kemp & Hebert store

was one of four major department stores in Spokane in 1907; the new building was

⁹ The contractor for the building was M.C. Murphy and it cost \$150,000 to build. Jesse Tinsley, "Then and Now: Kemp and Hebert's department store," *The Spokesman Review*, March 16, 2015, accessed December 2021.

¹⁰ Reynolds, 1993.

¹¹ The Kempis Apartments is considered one of Spokane's earliest luxury apartments. Linda Yeomans, *Kempis Apartments Spokane Register of Historic Places Nomination*, July 16, 2003:Section 8, p. 4.

¹² Lacey Sipos, "The Kemp & Hebert Building," *Spokane Historical*, <https://spokanehistorical.org/items/show/329>, accessed December 2021.

¹³ Ibid.

completed and opened in 1908.¹⁴ After Kemp's death his partner Henry Hebert became president of the company. In the 1920s the store expanded throughout eastern Washington, acquiring other enterprises and developing a four-story warehouse on Trent east of Division, designed by G.A. Pehrson.¹⁵ Additional stores were located at this time in Walla Walla, Wenatchee, Yakima, Coeur d'Alene, Sunnyside, and Ellensburg.¹⁶ The business was able to continue during the Great Depression. Hebert ran the company until his health deteriorated in 1940. After his death in 1941 at the age of 75, the business continued to operate through the corporation for another ten years before closing.¹⁷

Henry H. Hebert. Henry H. Hebert was from the Midwest and got his start in the mercantile business in Concordia, Kansas. He became Charles J. Kemp's partner, as noted above, and later president of the corporation upon Kemp's death. At the time of an article on Hebert's success in business, published in 1930, the company owned stores located in the cities outlined above and had just purchased the Palace Department Store.¹⁸ Hebert believed in the value of hard work and in Spokane's potential. He also appeared to be a canny businessman, competing with chain store prices by buying larger quantities of goods at wholesale prices and offering standardized products that appealed to the public. This no doubt contributed to Kemp & Hebert's success during the Depression, when other independent merchants were alarmed at the competition from national chains. Mr. Hebert said of Spokane, "Where can you find a city so ideally located as Spokane, where a finer climate [sic], finer resources – mines, timber, agriculture? If I had not felt Spokane had a fine future I never would have expanded our business."¹⁹



Figure 13: Rendering of the Kemp & Hebert Department Store

Maud Kemp. Charles Kemp married Maud Patchen in 1889. Together they had four children: son Charles Clifton Kemp and three daughters, Edith, Blanche and Maud. In 1915, about a year after Kemp's death, Maud married Tref H. Hebert, Henry Hebert's brother, who was president of the Chamber of Commerce.²⁰ T. H. Hebert died in 1920

¹⁴ Dan Webster, "I'm Still Standin', Liberty Building marks centennial," *The Spokesman Review*, September 19, 2008:13.

¹⁵ This four-story building of brick and concrete was designed by Spokane architect G.A. Pehrson at a cost of over \$75,000. Reynolds, 1993: Section 8, p. 6. "4-story Building for Trent Avenue," April 15, 1928:1.

¹⁶ "Kemp & Hebert Enlarge," *The Spokesman-Review*, September 7, 1929:6.

¹⁷ Reynolds, 1993:Section 8, p. 10. "4-story Building for Trent Avenue," April 15, 1928:1.

¹⁸ "Hebert Success Secret is Work," *The Spokesman Review*, March 6, 1930:25.

¹⁹ Ibid.

²⁰ T.H. Hebert was also vice president of the Kemp & Hebert Department Store at the time of his death. Henry Hebert also lived a short distance away beginning in the late 1920s, at 538 W. Sumner Avenue.

and Maud married Edward H. Green in 1926.²¹ Green, who was from Spokane, was a real estate agent in Seattle and brought Maud to Seattle to live with him in that city after their marriage, although by 1928 Maud was again living at 404 W. Sumner Avenue.²² Maud and Greene divorced in 1934. Maud died in February of 1962 at the age of 91. At this time she was still living at 404 W. Sumner Avenue.



Figure 10: Kemp & Hebert's New Store with architect Alfred Jones

Architect Alfred Jones

The designer of the 1910 Charles J. and Maud Kemp House was architect Alfred David Jones. Jones, the son of a prominent brick manufacturer in Chicago, David Jones, was born in 1872.²³ He apprenticed beginning at age 16 with the Chicago architecture firm of W.W. Boyington & Company for six years before coming to Spokane in 1899, where he first worked as a draftsman for well-respected architect Albert Held from 1899 to 1903.²⁴

Jones worked briefly with several architects in the Spokane area but was on his own from 1904 to 1906 and 1909 to 1910.²⁵ His longest partnership was with Joseph T. Levesque, with whom he worked under the firm name of Jones & Levesque, beginning in 1910 and ending about 1913, by which time Jones had relocated to Phoenix, Arizona.

In addition to his active architectural practice, in which he engaged in the design of residences, apartments, hotels, and commercial and industrial buildings, Jones also invested in 1903 in a company that developed the first movie theater in Spokane, called the Spokane Scenic Theater Company.²⁶ This company operated as the Scenic Theater at First Avenue and Stevens Street. He also designed the Empress Theater in 1905, which was operated by the same company. In 1908 he was the president of The Arcade Amusement Company, which built the Arcade Theater on

²¹ "Death Calls T. H. Hebert," *Spokane Daily Chronicle*, February 2, 1920. Maud received more than half of T.H. Hebert's estate of \$135,000 and \$5,000 a year in income. "Hebert Estate is Distributed," *The Spokesman-Review*, April 14, 1921:8.

²² This is according to city directory research. Note that Maud and Greene had a 29-year difference in age, with Maud Kemp Hebert Greene being the older.

²³ Durham, 1912:223.

²⁴ Nicholas J. and Karlene Tanner, Sandy Sandula, ed., *The Alfred Jones House Spokane Register of Historic Places Nomination Form*, April 1991:8.

²⁵ Ibid.

²⁶ Durham, 1912:218.

Riverside Avenue.²⁷ This business operated much as an arcade would today, with games and other entertainments.

Another professional activity that Jones was involved in was as one of the local architects who revived the Spokane Society of Architects, which had lain dormant for ten years.²⁸ He was named a member under the auspices of the firm Jones & Levesque.

A side business Jones engaged in was as one of the directors, along with ten others, of the Fidelity Building and Loan Association (later the Fidelity Savings and Loan Association), which was established in 1907.²⁹

By 1911 Jones had contracted tuberculosis and moved briefly to Hermosillo, Mexico to recover his health. By 1913 he had moved to Phoenix, Arizona, again for health reasons. Two years later he moved to San Diego, where he died of the disease on March 22, 1915 at the age of 42.³⁰ When Jones left Spokane, Levesque took over the firm briefly, but by 1914 had relocated to Great Falls, Montana.

Jones married Lillian V. Ashfield on November 6, 1896 in Chicago and had two sons that survived to adulthood, Alfred B. and Harold B. Jones.³¹ His son Alfred B. Jones was a draftsman in Spokane into the 1920s and worked for the Army Corps of Engineers in 1942.³²

Despite his short career, Jones, operating as Jones & Levesque, was amazingly prolific, particularly in the years 1910 through 1912, when Spokane was growing rapidly. He worked in every genre, designing bungalows for well-known citizens; apartment buildings, including early luxury apartments; hotels; theaters; other commercial buildings, including multi-story masonry buildings; industrial buildings; and an industrial campus. Among Jones' best-known works are the Kemp & Hebert Building (The Liberty Building), individually listed in the National Register of Historic Places and the Spokane Register of Historic Places; the Kempis Apartments, listed in the Spokane Register of Historic Places; the Alfred Jones House, listed in the Spokane Register of Historic Places; the Fairmont Hotel (Morgan Building), listed in the Spokane Register; and Charles and Maud Kemp House on Sumner Avenue, a contributing resource to the Marycliff/Cliff Park National Register Historic District.³³

²⁷ Durham, 1912:217-18.

²⁸ "Local Architects Form New Society, *The Spokesman Review*, September 17, 1910:16.

²⁹ "Big Company of Spokane Men," *Spokane Chronicle*, September 4, 1907:1.

³⁰ Michael Houser, "Alfred D. Jones, March 2019. <https://dahp.wa.gov/historic-preservation/research-and-technical-preservation-guidance/architect-biographies/bio-for-alfred-d-jones>, accessed December 2021.

³¹ Durham, 1912:218.

³² "Alfred David Jones," *Pacific Coast Architecture Database*, <http://pcad.lib.washington.edu/person/8746/>, accessed December 2021.

³³ For more buildings designed by Alfred Jones and Jones & Levesque, see "Works by Alfred Jones."

Architectural Context

The Charles J. and Maud Kemp House is designed in the Arts and Crafts style that emerged in the early twentieth century as a counterpoint to the highly ornate Queen Anne style of the late Victorian era. The style was an architectural departure from earlier styles but also made a social statement. The style represented – at least symbolically – a return to first principles and simplicity of architectural expression. This house, however, represents a mix of Craftsman-era or Arts and Crafts and Tudor Revival elements, which was not unknown in Spokane and is seen in particular in the residential work of the firm of Cutter and Malmgren.³⁴ This house, however, has specific design elements and motifs that make it stand out among residences that combine these two styles.

The Arts and Crafts Movement began in mid-19th century England in reaction to the Industrial Revolution, the urbanization that accompanied it, and the resulting changes in the workplace and methods. Artists, artisans, architects, philosophers and social critics banded together in reaction to shoddily-made industrial goods, the degradation inherent in mass production techniques, and widespread social and technological changes that were affecting all of society. The movement gained followers on the east coast of the United States following several key exhibitions in the late 19th and early 20th centuries. The movement as interpreted in the design professions was popularized and disseminated in the United States by the writings of Gustav Stickley, a designer, author and publisher best known for his magazine, *The Craftsman* (1901-1916), and embodied in the design of the iconic 1907-09 Gamble House by the brothers Greene and Greene in Pasadena.³⁵

The Arts and Crafts house is characterized by the philosophical influences of the Arts and Crafts Movement in built form, which includes a return to hand craftsmanship and simplicity, and an expressed relationship to nature and the outdoors. The expression of structure was influenced by the value placed on honesty or authenticity in the built form and the concurrent interest in Japanese architecture.³⁶ Other ideals relating to hygienic living and the importance of home and family were expressed in the interiors or the interior's relationship to the exterior, including outdoor living rooms and sleeping porches, open interiors with a relationship to the outdoors, cleanly finished details, 'modern' kitchens, and the importance of the fireplace and hearth.³⁷

General characteristics of an Arts and Crafts house often include a horizontal aspect, expressed by deep eaves and shallow-to-moderately pitched roofs; an expression of structure with extended (sometimes false) beam ends, exposed rafter tails, knee braces and specialty brackets, and open structures on the exterior; the use of 'natural,' typically heavily textured materials such as shingles, river rock and clinker brick; and outdoor living areas such as deep front porches,

³⁴ Note that the strong influence of the Arts and Crafts aesthetic in Cutter and Malmgren's work is attributed to the influence of Malmgren by architectural historian Lawrence Kreisman in his book *The Arts and Crafts Movement in the Pacific Northwest*, 2007:146.

³⁵ Cyril M. Harris, *American Architecture, An Illustrated Encyclopedia*. New York, NY: W.W. Norton & Company, 1998:15.

³⁶ Note that while house does not illustrate any references to Japanese culture, Jones' Tokyo Apartments in Spokane (no longer extant) was called out as a particularly good representation of this influence in Kreisman's *The Arts and Crafts Movement in the Pacific Northwest*, 2007:113.

³⁷ Diana J. Painter, National Register of Historic Places Registration Form, Nettleton's Addition Historic District. Prepared for the City of Spokane. Prepared by Painter Preservation & Planning, February 2005.

pergolas, and courts. Interiors featured an extensive use of wood. Art glass or leaded glass and complex window compositions embellished the interior as well.³⁸

Features of the Kemp House that display elements of this style include the use of natural materials such as brick, stucco, wood shingles, and stone. Details that display the craftsmanship of the home include the deep eaves, exposed rafters, decorative barge boards, shaped knee brackets, and extended beam ends. The defined outdoor spaces include a wrap-around porch,



trellises, and extensive porches of varied design, both covered and uncovered.³⁹ On the interior, the extensive use of wood, the simplicity of the wood trim, and boxed beams are reminiscent of the Arts and Crafts style.

The Charles and Maud Kemp House also displays elements of the Tudor style.⁴⁰ The Tudor Revival or Tudor style was popular from about 1880 to 1940.⁴¹ Elements of the style that can be seen in the Kemp House are more steeply pitched roofs than a typical Arts and Crafts

house might have, a prominent chimney, the use of decorative half-timbering details, and windows and leaded glass windows with small panes (both diamond-shaped and rectangular panes). The use of the Iron Cross as a motif, both inside and out, recalls possible Germanic roots.

The Charles and Maud Kemp House is an excellent example of the blend of these two styles by architect Alfred Jones. In addition to deftly melding these two influences, Jones also added unique touches to the house, such as the use of red mortar on beige brick, the angled brick embellishments on the two-story bay windows, the curvilinear half-timbering, and the use of beveled and leaded glass in the sidelights at the front entry and other focal windows. The design of the garage, which was constructed at the same time as the house, is also unique and particularly expressive in its design.

³⁸ Ibid.

³⁹ For comparison the Arts and Crafts Lawrence and Lydia Weaver house at 520 West 16th Avenue in the Cannon Hill neighborhood was designed by Alfred Jones in 1910 and is individually listed in the National Register of Historic Places as well as on the Spokane Register of Historic Places. It is called out as a particularly good example illustrating the Arts and Crafts vocabulary in Lawrence Kreisman and Glenn Mason's *The Arts and Crafts Movement in the Pacific Northwest*, 2007:146.

⁴⁰ Note that the National Register nomination for the Marycliff/Cliff Park neighborhood calls out the prominence of the Tudoresque/Jacobethan styles, showing influences of English Medieval architecture, in the district. Characteristics of the style, as outlined in the National Register nomination, include high pitched roofs and pointed arch windows, decorative half- This is a slightly awkward phraseing, multi-light windows, bay windows, and high, triangular gables rising above the roofline. Common materials are brick, stone and plaster.

⁴¹ Harris, 1998:342.

The design of the Kemp House contributes to the concluding paragraph for the National Register nomination for the district as a whole, which states,

... the relatively restricted group of homeowners and the high standard of architectural design found in the primary homes continues to give the district a sense of cohesion both historically and architecturally. The Marycliff/Cliff Park District has an elan and elegance not of a by-gone era, but of sustained dedication to an ideal of natural beauty augmented by man's talent. While Kirtland Cutter shaped this idea for Spokane, its retention is best observed in the urban wilderness found in [the] Marycliff/Cliff Park District.⁴²

⁴² Bishop, 1978: Section 8, Page 7.

RESPONSE TO SPOKANE ELIGIBILITY CATEGORIES

The following is an evaluation of the Charles J. and Maud Kemp House at 404 W. Sumner Avenue according to the possible categories identified for listing in the Spokane Register of Historic Places (Section 17D.100.020 Historic Landmarks and Districts – Designation).

1. Property is associated with events that have made a significant contribution to the broad patterns of the history of the city, county, state or nation; or

While the Kemp house was one of the early houses along Sumner Avenue/Cliff Drive, it cannot be said to be a significant part of the residential development trends in South Hill's Marycliff-Cliff Park Historic District, whose development occurred at different times in different parts of the historic district. It can also not be said to have a strong association with the residential development of the South Hill neighborhoods in general.

2. Property is associated with the lives of persons significant in the history of the city, county, state or nation; or

The 1910 Kemp house is associated with Charles J. Kemp, one of two partners who developed the Kemp & Hebert Department Store, a long-lived business (1892-1951) that was one of four major department stores in the city in the prosperous first decade of the twentieth century. However, Kemp only lived in his house at 404 W. Sumner Avenue for four years before his death in 1914. A more appropriate building to associate with Kemp is the 1908 Kemp & Hebert Department Store building (the Liberty Building today), which preceded his house in construction, was the first purpose-built building associated with his successful business, and was his first commission with architect Alfred D. Jones. As a result, the house is not particularly significant for its association with Charles J. Kemp.

3. 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; or

- Represents a type, period, or method of construction

The property is not a good representation of this criterion. As a single-family residence, it is typical of the South Hill residential areas. As a wood-frame house, it is also very typical. It is not designed in a common style of the period, which is represented by a number of architectural styles, particularly in this geographic area.

- Represents the work of a master, or

The architect Alfred D. Jones was a prolific and highly regarded architect in this period, designing a broad array of building types, in a number of styles, even exotic styles in the case of the Tokyo Apartments, for example. His talents came to the fore with the buildings he designed for the Kemp family, including this house, the Kemp & Hebert Department Store, and the Kempis Apartments, all of which are listed in historic registers. The late 1900s and first decade of the twentieth century was one in which rapid growth brought a number of talented architects to Spokane, however, and there was a great deal of competition and design excellence in this time frame. Although very talented, Jones' work is not considered that of a master.

- **Possesses high artistic values, or**

The Charles J. and Maud Kemp House is significant and eligible for listing in the Spokane Register (it is already a contributor to the National Register Historic District) as possessing high artistic values. The house is an Arts and Crafts residence with Tudor Revival elements. It additionally incorporates special features that make it stand out among other Arts and Crafts houses of this era, including the way it combines the above influences; its use of materials, colors and textures; its incorporation of special motifs such as the use of the Iron Cross, inside and out, and the combination of shaped brackets, beam ends, and rafter tails; and special touches such as the incorporation of leaded and beveled glass windows throughout. The house meets the NPS criteria of 'a property that so fully articulates a particular concept of design that it expresses an aesthetic ideal.'

- Represents a significant and distinguishable entity whose components lack individual distinction.

This criterion is intended for historic districts of largely vernacular buildings, where none particularly stand out as individually eligible, but that collectively represent a time, place, or other signifying factor.

4. Property has yielded, or is likely to yield, information important in prehistory or history; or

This criterion typically focuses on archaeological resources and is not relevant to this nomination.

5. A property that 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.

This criterion typically focuses on resources that are not eligible under the traditional built environment categories of 1 through 3 and is not directly relevant to this nomination.

In addition to meeting one or more of the above categories, a property must also possess integrity of location, design, materials, workmanship and/or association to be considered eligible for listing in the Spokane Register. The following is a response to these aspects of integrity for the Kemp house.

Location. The property is sited in its original location.

Design. The property, which has excellent integrity, easily conveys the reasons for its design significance. The design of the house is intact.

Materials. The materials of the house are intact, including the brick cladding, rusticated stone-faced foundation, stucco and false timbering, wood detailing, including saw-cut balusters and Iron Cross motifs, and decorative brackets and the like, leaded and beveled glass windows, and extensive use of wood throughout the interiors. Materials throughout the house exterior and interior are intact.

Workmanship. The workmanship displayed in the house reflects traditional turn-of-the-century workmanship with respect to the above materials. The workmanship is intact.

Association. The design of the house is sufficiently intact to convey its linkage between its occupation by the Kemp family (1910-1962). Very few people have owned the house over its 112-year history and very few changes to the house have taken place, preserving its association and historic character. The association is intact.

SUMMARY STATEMENT OF SIGNIFICANCE

The Charles J. and Maud Kemp House is significant under Category C for its architecture, as possessing high artistic values and as a very good example of architect Alfred Jones' residential work. Its period of significance is 1910, the year that the house and garage were built. The house is an excellent example of the Arts and Crafts style with Tudor style influences that also displays some unique qualities. It appears that Mr. and Mrs. Kemp's patronage (Mrs. Kemp took charge of building the Kempis Apartments) allowed Alfred Jones to undertake some of his most imaginative work, including the Hebert & Kemp department store, the Kempis Apartments, and the Charles J. and Maud Kemp House, all of which are listed in historic registers and preserved today.

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ATTACHMENT A

PARTIAL LIST OF WORKS BY ALFRED JONES*

- 1912 North Coast Life Insurance Co., (alt Smith Funeral Home) 1124 W. Riverside Ave, NRHD-C, SR
- 1912 White, Charles, house, 513 E Bridgeport Ave (with Joseph Levesque)
- 1911 322 S. Washington St, apartments, (J.A. Allen, proprietor) (no longer extant)
- 1911 Arlington Hotel + 5-story addition, NW corner of Sprague and Bernard (no longer extant)
- 1911 Barrington, P.R., house, 503 W. 13th Ave
- 1911 G.B. Shafer Apartments, Browne between Main & Riverside (no longer extant)
- 1911 Kemp, C.J., house, Sandpoint, ID
- 1911 Mueller, Prof. Franz & Emma, house, 1206 S. Stevens St, NRHD-C, SR
- 1911 Rochester Apartments, 1126 W. Riverside
- 1911 Tokyo Apartments, 6th & S. McClellan, (alt 201 S. 6th Ave) (with Joseph Levesque) (no longer extant)
- 1911 Weaver, Lawrence & Lydia, house, 520 W. 16th Ave, NRHP
- 1910 City Market (proprietor J.E. Horton), 501 W. 2nd Ave (with Joseph Levesque) (no longer extant)
- 1910 Fairmont Hotel/Morgan Building/Standard Furniture Co., 315-319 W. Riverside Ave, (alt 314-318 Sprague), NRHD-C
- 1910 Jones, Alfred, house, 238 E. 13th Avenue, NRHD-C, SR
- 1910 Kemp, Charles & Maud, house, 404 W. Sumner Ave, NRHD-C
- 1910 Klein, F.J., house, 1103 W. 13th Ave (with Joseph Levesque)
- 1910 Weaver, Lawrence & Lydia, house, 520 W. 16th Ave., NRHP
- 1909 2604 E. 6th Ave house (no longer extant)
- 1909 Lambach, H.C., house, 1127 W 8th Ave
- 1909 Longbotham Building (SRO), 22-24 W. Main Ave, NRHD-C
- 1908 Arcade Amusement Co., 326-330 W. Riverside (no longer extant)
- 1908 Bell, Dr. Robert, house, 917 S. Lincoln St., NRHP (with Alonzo J. Glover)
- 1908 Dunning, Dr. J.W., house, 1212 (1214) S. Grand Blvd.

- 1908 Espanola Apartments (Oak Apartments), 155 S. Oak, NRHD-C
- 1908 Kemp & Hebert Building (Liberty Building), 404 W. Main Avenue, NRHP
- 1908 Kempis Apartments, 523 S. Washington Street, NRHD-C, SR
- 1907 Greenacres School, Greenacres, WA (no longer extant)
- 1907 Holmes, J.C., house, 804 W. Mansfield Ave
- 1907 Dorman, Ortho, house, 1206 W. 8th Ave
- 1907 Leland Hotel, 221 W. Riverside Ave (with Joseph Levesque), NRHD-C, SR
- 1906 Dahm, E.J., house, 1 W. Sumner Ave
- 1906 James-Ammann House, 2828 W. Sharp Avenue, NRHD-C, SR
- 1906 McSherry, F. W., house, 20 E. 3rd (no longer extant)
- 1906 Plechner Building (Guiterman Bros.), 608 W. 2nd Ave, NRHD-C
- 1906 Postal, Jacob, 1107 W. 2nd Ave (no longer extant)
- 1906 Van Ness, F.T., house, 1014 W 12th Ave
- 1905 Csaszi, Lewis, house, 1802 W. 8th Ave
- 1905 Edwall School, Edwall, WA
- 1905 Elmira School, Elmira, WA
- 1905 Empress Theater (aka Washington Theater), 249 W. Riverside (no longer extant)
- 1905 First Baptist Church (Pilgrim Baptist Church), 212 S. Lincoln, 1905 (with Joseph Levesque) (remodeled by Whitehouse & Price)
- 1904 Cole, Will S., house, 1022 E Nora St
- 1904 Giboney, Rev. G., house, 1211 W. 9th
- 1904 Hospital (addition), Kalispell
- 1904 Thompson, Emma, house, 327 E. Nora Ave

Key:

NRHP – Individually listed in the National Register

NRHD-C – Contributing to a National Register Historic District

SR – Listed in the Spokane Register

*Works in Spokane unless otherwise noted)

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Historic Places Nomination; Spokane City/County Historic Preservation Office, Listed Properties; city directories; City of Spokane, Pre-1993 Permit Archive.



Agenda Sheet for City Council Meeting of: 05/23/2022

<u>Date Rec'd</u>	5/11/2022
<u>Clerk's File #</u>	OPR 2022-0368
<u>Renews #</u>	

<u>Submitting Dept</u>	HISTORIC PRESERVATION	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MEGAN DUVALL 625-6543	<u>Project #</u>	
<u>Contact E-Mail</u>	MDUVALL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0470-DANIEL PAUL BUILDING NOMINATION TO THE REGISTER OF HISTORIC PLACES		

Agenda Wording

Recommendation to list the Daniel Paul Building, 823 W 2nd Ave, 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. Daniel Paul Building has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

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

Approvals

<u>Dept Head</u>	DUVALL, MEGAN
<u>Division Director</u>	DUVALL, MEGAN
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	
<u>Council Sponsor</u>	
<u>Distribution List</u>	
mduvall@spokanecity.org	
sbishop@spokanecity.org	
lcamporeale@spokanecity.org	

Additional Approvals

Purchasing

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Daniel Paul Building – 823 W 2nd Avenue

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 1902; the Paul 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, E).**
 - The 1902 Paul Building is eligible under **Category A** because it is a relatively intact example of a modest two-story brick commercial building that included single room occupancy (SRO) lodging and a retail commercial space on the first floor. It was constructed during the city’s most significant period of growth, 1900 to 1910, to house working class people during a period of rapid growth in Spokane.
 - The relatively plain and unassuming commercial building exhibits the characteristics of a single room occupancy hotel, with commercial use on the ground floor and living space above lit by interior windows and a lightwell.
 - As described in the “SRO Hotels in the Central Business District” Multiple Property Documentation in 1993, the single room occupancy hotels can be defined as unreinforced masonry structures of two or more stories with commercial bays on the street level and the upper floors consisting primarily of single rooms without baths...all were equipped with at least one common bath on each floor. The Paul Building retains the essential physical features of an SRO to be listed on the Spokane Register of Historic Places under **Category C** – Architecture.
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 Paul Building retains sufficient integrity of its essential physical features to convey its historic identity as a common single room occupancy commercial building with street front retail and upper floor lodging.
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 Paul Building according to the appropriate criteria at a public hearing on 9/22/21 and recommends that the Paul Building be listed on the Spokane Register of Historic Places under Category A – Broad patterns of Spokane History and Category C - Architecture.

After Recording Return to:
City of Spokane Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

***LOT 1 AND THE WEST HALF OF LOT 2 IN BLOCK 35 OF RAILROAD ADDITION,
ACCORDING TO PLAT RECORDED IN VOLUME "D" OF PLATS AT PAGE 62, IN THE
CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.***

Parcel Number(s) 35192.2315, is governed by a Management Agreement between the City of Spokane and the Owner(s), Diamond Parking, Inc, 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 **22nd** day of **September 2021**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Diamond Parking, Inc** (hereinafter "Owner(s)"), the owner of the property located at **823 West Second Avenue** commonly known as the **Daniel Paul 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.

Chris Batten as agent for the tenant,
SNEVA Properties, LLC

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 _____, 2022, 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 _____, 2022.

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2022, 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 _____, 2022.

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.

RenCorpRealty
502 W. Riverside Suite 103
Spokane, WA 99201
Phone: 509-315-2998
Fax: 509-315-2994

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Association
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Form: LA
Lease Addendum
Rev. 9/2020
Page 1 of 1

ADDENDUM TO CBA LEASES

CBA Text Disclaimer: Text deleted by licensee indicated by strike.

The following terms are made part of and incorporated by this reference into the Lease Agreement ("Agreement") dated November 20th, 2020 between Diamond Parking Inc., a(n) Washington Corporation ("Landlord") and SNEVA Properties, LLC, a(n) Washington Limited Liability Company ("Tenant") concerning the leased commercial premises ~~commonly known as~~, PARCEL NUMBER 35192.2315 ("Premises"), which Premises are part of the real property located at 823 W. 2nd Avenue, Spokane, WA 99201 and ~~commonly known as~~ LEGALLY DESCRIBED Per the attached Exhibit A "Legal Description" ("Property").

LANDLORD AND TENANT AGREE AS FOLLOWS: That the Lease between the parties, the Option to Purchase and the Purchase and Sales agreements all dated November 20th 2020 shall be assigned by the Tenant to 823 WEST SECOND AVENUE LLC and the Landlord consents to such assignment.

Furthermore the Landlord gives its consent to the Tenant placing the property on the Spokane Historical Register and agrees to cooperate as may be required by the City of Spokane including the signing of a management agreement as may be necessary.

No other

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

INITIALS: 40 Date 3/18/2022 Tenant/Lessee: AMB Date 3/18/2022
Landlord/Lessor: _____ Date _____ Tenant/Lessee: _____ Date _____

Exhibit A



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Page 1 of 1
06/01/2002 02:34P
Spokane Co, WA

AFTER RECORDING MAIL TO:
Blaine D. Sneva
827 West 2nd Avenue
Spokane, WA 99201

Filed for Record at Request of
FIRST AMERICAN TITLE
Escrow Number: 22817-CAL

QUIT CLAIM DEED

Grantor(s): Edsol H. Sneva and Joan Sneva, husband and wife, parents of Grantee
Grantee(s): Blaine D. Sneva and Martha E. Sneva, husband and wife
Abbreviated Legal: L1 1 & Ptn L1 2, Bl 35, Railroad Add, Vol D, P 82, records of Spokane County, WA
Additional legal(s) on page:
Assessor's Tax Parcel Number(s): 35192.2315, 35192.2318

THE GRANTOR Edsol H. Sneva and Joan Sneva, husband and wife, parents of Grantee for and in consideration of Love and Affection - WAC 458-61-410 (1) conveys and quit claims to Blaine D. Sneva and Martha E. Sneva, husband and wife the following described real estate, situated in the County of Spokane State of Washington, together with all after acquired title of the grantor(s) therein:
Lot 1 and the West half of Lot 2 in Block 35 of Railroad Addition, according to Plat recorded in Volume "D" of Plate at Page 82, in the City of Spokane, Spokane County, Washington.

Dated July 16, 2002

Edsol H. Sneva
Edsol H. Sneva
Joan M. Sneva
Joan Sneva

STATE OF WASHINGTON
County of Spokane SS:

I certify that I know or have satisfactory evidence that Edsol H. Sneva and Joan Sneva

are the person s who appeared before me, and said person s acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: July 24, 2002



Carol A. Lunde
Carol A. Lunde
Notary Public in and for the State of WASHINGTON
Residing at One Mile Falls
My appointment expires 10/10/05

①

8/1/2002

CBC

\$2.00 200212292



DANIEL PAUL BUILDING

**823 WEST SECOND AVENUE
SPOKANE, WA 99201**

**SPOKANE REGISTER OF HISTORIC PLACES
NOMINATION**

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: Daniel Paul Building
And/Or Common Name:

2. Location

Street & Number: 823 West Second Avenue
City, State, Zip Code: Spokane, WA 99201
Parcel Number: 35192.2315

3. Classification

Category	Ownership	Status	Present Use	
<input checked="" type="checkbox"/> building	<input type="checkbox"/> public	<input type="checkbox"/> occupied	<input type="checkbox"/> agricultural	<input type="checkbox"/> museum
<input type="checkbox"/> site	<input checked="" type="checkbox"/> private	<input checked="" type="checkbox"/> work in progress	<input checked="" type="checkbox"/> commercial	<input type="checkbox"/> park
<input type="checkbox"/> structure	<input type="checkbox"/> both		<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:
Street & Number: 502 West Riverside, Suite 103
City, State, Zip Code: Spokane, WA 99201
Telephone Number/E-mail: 509-217-5508/chris@rencorprealty.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: none
Date:
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.

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 1
Verbal Boundary Description: RAILROAD ADD N75' of W25' of LT2 BLK35
Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Jim Kolva
Organization: Jim Kolva Associates, LLC
Street, City, State, Zip Code: 115 South Adams Street, Suite 1
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 hearing: _____

City Council decision: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of the Spokane City Council 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

Description -Summary

The two-story brick commercial building at 823 West Second Avenue, is one building east of the southeast corner of Lincoln Street and Second Avenue in the west end of downtown Spokane. Built in 1902 as a store and single room occupancy hotel above, the 25' x 75' building with basement has been altered but retains its basic form and rhythm with the primary facade facing north. The front facade is composed of an angled storefront (boarded up) with a single aluminum-frame glass panel door on the ground floor and four window bays (boarded up) on the second floor. Detailing is minimal with a steel I-beam header that spans the corner piers, brick sill courses and a simple brick cornice supported by corbeled brick brackets. The top of the brick parapet wall is clad with sheet metal flashing and the roof is flat. The building abuts an identical building to the east without a defined juncture, thus both appear as a single building with two storefronts divided by a center brick pier with eight second story window bays.

The building is across Second Avenue from the West Downtown Transportation Corridor National Register District, but just outside the boundary for the district.

DESCRIPTION OF PROPERTY - CURRENT CONDITION AND APPEARANCE

Located in the southwest quadrant of the downtown Spokane business district, the Paul Building is one lot east of southeast corner of Second Avenue and Lincoln Street, 823 West Second Avenue. The building is two-stories in height and has a frontage of 25 feet on Second Avenue, and depth of 75 feet between an identical building to the east and the Ahrens and Ahrens one-story garage building that abuts it to the west and wraps around the building to the south. The building covers its entire 1,875 square foot site and is surrounded with adjacent structures.

Although the storefront was "modernized" in 1978, and the upper floor windows are boarded, the building retains good integrity of its original construction ca. 1902. The second floor single room occupancy (SRO) "lodgings" remain intact. The building is at its original location and retains its original form, materials, workmanship, association, feeling and setting of its original street context.

The ground floor consists of a single bay storeroom with stairs up to ten second floor SRO apartments and stairs down to the basement.

Front Façade (north along 2nd Avenue)

The two-story painted brick building, rises from a full basement and is composed of a ground floor storefront and four second story window bays. Joined seamlessly to the adjacent building-- which is identical, the building shares the middle pier which divides the facade as well as the ownership in half. The square brick piers extend from the concrete foundation to support steel I-beam headers that extend from pier to pier. The pier on the east corner is also the center pier for the overall building facade, but it is part of the building at 821. It appears that the two buildings were built as one project and later divided in ownership and use. Suggested capitals terminate the piers and are articulated by a slightly projecting double brick course, a single recessed course, single projecting course, and the slightly projecting brick field joining the second story wall above. The I-beams butt into this capital field of five courses above which the flat wall of common bond extends to the top of the parapet. Six courses above the I-beam, is a sill course comprised of a single course that projects slightly and a vertically-aligned header course, again projecting slightly. The window bays are spaced in two pairs with the outside edges inset from the corner piers and a slightly wider middle wall segment.



1 Main facade along 2nd Avenue

The openings are undifferentiated from the wall plane except for the sill course and the voussoired brick flat arches. The arches are formed by a window head of vertically-aligned brick headers with a fan of brick soldiers above. The double-hung wood sash is boarded with plywood panels.

At ceiling level is a double projecting brick course, the top projecting slightly above the bottom course. This belt course supports a series of corbeled brick brackets that support a slightly projecting cornice, composed of a row of stretchers and a row of horizontally-aligned headers. The brackets, one brick wide, are spaced by an equally wide recession back to the brick wall plane between the brackets. The top of the parapet is articulated by a slightly projecting brick course capped with a sheet metal flashing.

The 1978 storefront is angled inward from east to west. In the west corner is a single aluminum-frame glass panel door that provides access to the building. Covered over by painted chip board, the storefront is composed of a low bulkhead

wall and three vertically-aligned glass panels that extend to the ceiling.

West Facade

The west façade, a solid brick wall rising above the one-story building adjacent to the west, is barely visible from the street.

South Facade

The south end of the building terminates 75 feet south of the front façade and is abutted by the the north wall of the building to the west and its jog to the east. The first floor of the end façade is revealed within the easterly lobe of the west building (where it is exposed as the north interior wall of that lobe). The upper portion of the second floor rises above the roof of the westerly building but is not visible from the street. The exposed first floor wall within the west building has four bricked-in window openings with likely the same configuration in the second-floor wall.

East Facade

The east façade abuts the adjacent building to the east.



3 Stairs leading up to the 2nd floor SRO rooms



2 Commercial space on the first floor looking north toward the main facade.

Floor Plan

First Floor

The ground floor consists of a commercial space which was last remodeled in 1978. The exterior aluminum-frame glass panel front door opens to a 4-foot by 5-foot landing that is open to the east into the commercial space, and to a stairway along the west wall that ascends to the second story. Below the stairway to the second floor, enclosed by walls on the east and south end is a stairway down to the basement. The commercial space is open with an enclosed restroom near the rear along the west wall, and an office at the south end. The west wall is brick and plaster with the wall separating the stairwell clad with wood panel. The east wall is exposed brick with a bricked-in arched opening to the building on the east. The floor is covered in carpet and the ceiling is a suspended grid of acoustical tile and integrated fluorescent light panels. Wood and glass panels enclose the office area, and wood panelling encloses the restroom. The restroom has a terra cotta tile floor, glazed tile wainscot over plaster wall. The ceiling is also plaster.

Basement

Wood board steps with two-inch iron pipe railings provide access to the basement. The basement is open with concrete floor, basalt rubble walls, and exposed wood floor joists festooned with conduit, flex cable, pipes and exposed fluorescent tube light fixtures.

Second Floor

The second floor is accessed by a straight run of wooden steps -- with ribbed rubber tread guards -- that follows the west wall. A broad landing near the beginning of the run has a set of double wood and glass panel doors (three recessed wood panels, obscure glass upper). Vertical tongue and groove wainscot form both sides of the stairwell. Peeling wallpaper clads the plaster walls. The stairs open to a landing and central foyer. A square newel post and spindle balustrade at the top of the stairs runs along the west edge of the foyer with rooms along the east side and a narrow hallway that extends to rooms in the south and an angled alcove at the north end. Over the foyer is a skylight well that is covered with plywood panels. Utilizing the light from the skylight, interior windows are in the rooms facing the foyer and along the south hallway. Likewise, each of the doors to the rooms have operable transom windows. Wood trim forms the base boards, chair rails, door and window frames. Wood wainscot is on the bathroom walls. Although a bit water damaged--plaster ceiling and peeling wallpaper--the SRO floor is remarkably intact.



4 SRO rooms and hallway on second floor looking south

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

No photos are available showing the original street level façade.

In March 1978, Dick Walter, listed on the permit as owner, with an address of 821 2nd, obtained a building permit for Interior alterations to enlarge his paint store, adjacent to the east at 821 West Second Avenue. The permit was for two doorways, enclose office space at rear, add a new front for a value of \$10,000. In that remodel, the storefront wall was angled, outfitted with a new storefront window and entry door (existing condition). Additionally, an arched doorway was opened in the party wall, and an office area was added at the rear.

The second floor SRO with ten rooms is largely intact but a bit weathered.

SECTION 8: STATEMENT OF SIGNIFICANCE

<u>Area of Significance:</u>	A – Broad Patterns of Spokane History, Commerce C – Architecture
Significant Dates:	1902
<i>Period of Significance:</i>	1902-1919
<i>Architect:</i>	Unknown
<i>Building Developer and owner:</i>	Owner, Dan Paul
<i>Building Contractor:</i>	Unknown

SUMMARY STATEMENT

The 1902 Paul Building is eligible under Category A because it is a relatively intact example of a modest two-story brick commercial building that included single room occupancy (SRO) lodging and a retail commercial space on the first floor. It was constructed during the city's most significant period of growth, 1900 to 1910. As an early storefront and downtown single room occupancy hotel, the building is a specific property type within the downtown district. The relatively plain and unassuming building exhibits the characteristics of a single room occupancy hotel, with commercial use on the ground floor and living space above lit by interior windows and a lightwell. The living units were small rooms with no kitchen or bathroom (bath and toilet down the hall), and only a sink. This floor plan and room configuration is characteristic of SROs in Spokane. The building provided ground floor space for a variety of business enterprises and provided lodging for working class clientele in the ten rooms on the second floor. Daniel Paul, the building owner, was a farmer and rancher and ex-state senator from the Coulee City area and partnered with Fred Zahn, a Spokane barber and real estate investor to build the building.

Historical Context

The historical context for Spokane has been included in several National and Spokane Register nominations, including the West Downtown Historic Transportation Corridor (WSU, 1999), East Downtown National Historic District (Woo, 2003) and National Historic Register multiple-property listings: Single Room Occupancy Hotels in the Central Business District of Spokane, WA 1900-1910 (Holstine, 1993); thus, the Spokane historic context discussion is abbreviated.

The Spokane River and its falls had long been a gathering place for native American tribes. It also attracted white settlers, 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 the sawmill from Downing and Scranton. Early industry would use the water power for milling and sawing lumber and to generate electrical power. The settlement would grow slowly until the coming of the railroad.

The Northern Pacific Railroad arrived in Spokane Falls in 1881, the year of Spokane's incorporation, and with the connection of the eastern and western branches in 1883, transcontinental service through Spokane Falls was established. Spokane continued to grow as a regional shipping and distribution center through the 1880s. Between 1886 and 1889 the population increased from 3,500 to 20,000 people. Although suffering a set back by the fire of August 4, 1889, which destroyed approximately thirty-two blocks of the business district from the railroad tracks to the river and from Lincoln to Washington Streets, the city quickly rebounded as new brick buildings rose from the ashes. The devastation wrought by the fire resulted in a city

ordinance to reduce fire hazard, leading to brick and terra cotta becoming the dominant building materials of the rebuilt downtown.

When Spokane rebuilt the downtown after the fire, the business district would spread east to Division Street and follow 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 downtown. 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. They were built to meet the needs of a rapidly growing population.

Generally, warehouses cropped up along the Northern Pacific rail corridor, between the two alleys bracketing the tracks. In the blocks south of that warehouse district were shops and two-to-three-story apartment buildings and hotels. These apartment blocks ran along Second and Third avenues, and the cross streets including, Post, Howard, Stevens, and Washington as they advanced up the lower South Hill.

According to historian Eugenia Woo (2003), Spokane's population exploded from 36,848 to 104,402 between 1900 and 1910.

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 state's 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 economic boom and population expansion of approximately the first fifteen years of the 20th century was short-lived. Growth in both areas in the next decade slowed considerably. By 1920, the population of Spokane was only 104,437, an increase of only 35 people from 1910. Investors soon realized the city was overbuilt. The region it served (the Inland Northwest) was not able to sustain the city and keep pace with the speculative growth. By 1950, the population had increased by only 50,000.

The West Downtown Historic Transportation Corridor National Register Nomination discusses the characteristic buildings within the district: Railroad-dependent warehouses and businesses, single room occupancy hotels and lodgings, and automobile-related businesses. In describing the SROs:

On the streets that run parallel to the railroad, lodgings for transient workers emerged in the form of single room occupancy hotels (SROs) and other lodging houses. Ten commercial style brick lodging houses stand extant along West 1st Avenue (old Highway 10). Two brick commercial style apartment buildings remain on West 2nd. A majority of the twelve are framed, brick blocks with terra cotta or metal trim. Most have brick, basalt, or poured concrete foundations. Roofs

are typically flat. Eight of the hotels were constructed in the first decade of the twentieth century. The earliest, the Montvale Block, dates from 1899, part of the rebuilding boom that followed the 1889 fire.

Characteristics of Single Room Occupancy Hotels (SROs)

Craig Holstine in his National Register Thematic nomination, described the characteristics of the SRO as such:

Single room occupancy hotels were typically of unreinforced masonry construction, usually red or buff bricks. Architectural detailing was rarely elaborate, and normally sparse. Although sizes varied, they were normally more than two and less than five stories high, ...Most SROs had basements, usually used to house coal-burning furnaces and for storage. ...

In most SROs, a stairway entering from the front of the building provides direct access to the second level, where a small lobby or waiting area with a built-in bench is situated adjacent to a manager's office or nook with registration desk. Interior stairways are often included in SROs, usually positioned near the rears of the two side wings, or in the building's midsection. Fire escapes provide emergency exits from rear hall windows.

Fenestration patterns on the upper levels normally reflected the regular, consistent arrangement of the guest rooms. Windows were almost always double hung wood sash. Plate glass display windows were common features of the street level commercial bays that existed in most SROs.

Perhaps the most character-defining feature of single room occupancy hotels is their floor plans on the upper, residential floors. Normally hallways cross the width of the buildings paralleling the street behind the bank of rooms facing onto the street; hallways, often wide in dimension, run at ninety degree angles off the front hall into side wings of the buildings, with rooms facing into the hallways. Rear hallways paralleling alleyways behind the buildings may exist to complete a square configuration surrounding a light well providing sunlight to interior rooms. In the typical modified "U" shaped buildings, the light well opened out into the alleyway behind the structures. Some upper level hallways received both artificial and sunlight from ceiling skylights. ... Hinged transoms above the doors provided ventilation to the rooms, all of which had additional ventilation from exterior windows. The few interior rooms without exterior windows were apparently connected via single doors with another room having an exterior window.

While some rooms were originally equipped with private baths, the overwhelming majority of rooms in all SROs did not have baths nor toilets. The features were found on each floor and shared in common by residents of as many as 19 rooms. Some rooms had sinks with hot and cold running water, but most appear not have had sinks originally. Some SROs had built-in closets; most had wardrobes or armoires.

As a former SRO—the Alturas House, Potlach Hotel (names of the SRO rooms discovered in the newspaper accounts and advertisements from when it was in use)--the building exemplifies

aspects of the characteristics described in the multiple property documentation "Single Room Occupancy Hotels in the Central Business District of Spokane, Washington, 1900 to 1910." Two-story brick building with basalt rubble basement, commercial space on ground floor. Separate stairway with entry in corner of building with a mid-flight landing with double wood and glass panel doors to a second floor foyer. Over the foyer is a skylight that provides light to the interior double-hung wood sash hallway windows, which in turn provide light to the rooms. Operable transom windows over the wood-panel doors. The double-loaded hallway runs north-south, perpendicular to the street to access the rooms and the bathroom at the end of the hall. Ten rooms, several with doors connecting to accommodate families.

Chronology of the building

Daniel Paul purchased Lot 2, Block 35 from Mary J. and Alexander Shannon (her husband) in February 1888 for the sum of Seventeen Hundred Dollars. He then sold whole of Lot 2 on June 22, 1889 to Maria Malcolm and William W. Stevens for a sum of \$5000. At some point, the lot was split because Mr. Paul bought back the West 25 feet of Lot 2 at a Sheriff's sale on December 17, 1892 for the highest bid of \$2165.57. Fred Zahn acquired the east half of Lot 2 from Minnie Thayer in 1901 for \$1500 and partnered with Daniel Paul to building a new building which stretched across the entirety of Lot 2.

On March 5, 1904, Fred Zahn and his wife Emma sold the East Half of Lot 2 for the sum of Twelve Thousand Dollars to Edward J. Young and Ellen M. Young, his wife. The existing building occupied the lot during this transaction.

The Spokesman-Review reported on September 16, 1902 (p5:2) that Dan Paul and Fred Zahn would build a two-story brick structure on Second Avenue. "A new brick building will be erected on Second avenue between Post and Lincoln streets by Dan Paul and Fred Zahn. It will be two stories in height, with two stores on the first floor, and the second floor fitted up for a lodging house. The estimated cost of the new structure is \$10,000. It will stand on the south side of the street, 50 feet from the corner of Lincoln Street." The building would replace two wood frame buildings, a one-story dwelling at 223 [823] West Second, and a two-story store with furnished rooms above at 221/221-1/2 [821] West Second above. (1890 Sanborn Insurance Map, page 14.)

The Spokesman-Review edition of September 16, 1902 announced that Dan Paul and Fred Zahn planned to "**Build New Brick Building.**"

A new brick building will be erected on Second avenue, between Post and Lincoln streets by Dan Paul and Fred Zahn. It will be two-stories in height, with two stores on the first floor, and the second floor fitted up for a lodging house. The estimated cost of the new structure is \$10,000. It will stand on the south side of the street 50 feet from the corner of Lincoln Street.

City building department records show that in December 1902, Frank and Paul obtained a side sewer permit for Lot 2, Block 35, W821 and 823 2nd, and Dan Paul received a water connection permit for 823-23-1/2 2nd. In March 1903, Fred Zahn obtained a water connection for W821 (E-1/2 lot 2, blk 35) for 1 store, and 18 rooms, 3 Water closets, 1 bath, 1 urinal, on lot of 25 x 142. Thus, it appears that even though both Zahn and Paul built the building at the same time, that Zahn owned the eastern half and Paul the shorter western half.

ABOUT THE DEVELOPERS

Daniel Paul (1850-1912) was born in Ireland and immigrated to the United States in 1865. He established a farm and cattle ranch on over 1,000 acres of land he owned in the Coulee City area. He is also reported to have served as a Washington state senator. News accounts in *The Spokesman-Review* reported his visits to Spokane and activities involving his ranching near Coulee City: In 1900, "Dan Paul, cattleman, wheat-grower and state senator from his district, is in the city from Coulee City."

Daniel Paul was mentioned in a couple of brief articles in the *Spokesman-Review* through 1912 when he passed away in Spokane. In 1910 he reported the business conditions in the Coulee City area: Talking of business conditions in his section, in June he said: "We don't do much farming right at Coulee, but on the prairie to either side of use there is an unusually large acreage in wheat, and the crop prospects are excellent. Mr. Paul returned only a few days ago from a tour of Australia and the Hawaiian islands." In July it was reported that he had shipped three cars of cattle to market: "Coulee City, Wash., July 29 – Ex-Senator Dan Paul shipped three cars of fat steers to the Seattle market this week. They are among the best shipped from here this season." In February 1912 the *Spokane Daily Chronicle* reported: "Dan Paul, Pioneer of State is Seriously Ill at Hospital." *The Spokesman-Review* reported his death: "Dan Paul, the bachelor pioneer of Coulee City, who died last week, will be buried in Spokane. The funeral will be held tomorrow afternoon The relatives of the pioneer citizen arrived in Spokane yesterday." Lists relatives and pallbearers—including H.H. Hutton of Spokane. Paul was buried at Greenwood Cemetery in Spokane.

Fred Zahn, a Spokane barber who had immigrated from Switzerland in 1856, arrived in Spokane with his wife Emma in 1883. A brief vignette reported in *The Spokesman-Review* at the 25th anniversary of the Crescent Department Store on November 11, 1919 recounted the store's first customer after the fire of 1889.

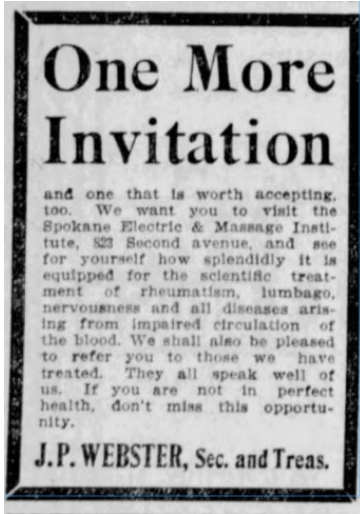
"On the morning of August 5, 1889 through the smoke of Spokane's great fire of the night before, Fred Zahn rushed into a dry goods store just opening that day for business in the Crescent Building, on Riverside near Monroe. Mr. Zahn was a barber then instead of a prosperous realty holder and had managed to save a chair and razor from his burning shop. He had homesteaded one corner in a surviving hotel and towels were all he needed thereafter to go to work with, which is what set him in search of a dry goods store. The latter was the acorn out of which has grown the present commercial oak of the Crescent store. The occasion is made memorable by the fact that the energetic barber was its first customer, and the Crescent establishment of today will begin on Monday the celebration of its silver jubilee or 25th Anniversary.

In the early 1900s, Zahn had partnered with Edward Young to become involved in the real estate business. At the same time, he was completing his new brick building on 2nd Avenue, he and partner Edward Young were buying and selling real estate along Riverside Avenue between Bernard and Browne streets. They built the Hale Block (231-235 West Riverside, SRHP) as reported in *The Spokesman-Review* on March 23, 1904 when they started excavation work for a three-story brick building with storerooms and living suites above. They also owned the Pantages Theater building and several other downtown properties. Zahn owned the Pantages building at his death in Santa Monica in 1947. His obituary in the June 28, 1947 *Spokesman-Review* recounted his life: "Zahn lived in Spokane for more than 63 years and was born in Neuchatel,

Switzerland. He came to the U. S. at age nine, first settling in Pennsylvania, then Colorado and with his wife, Ermina, came to Spokane in 1883 and was a barber for many years. Even though residing in California, he retained interest in the Orpheum theater and Hull-Rodell Garage.”

The Building at 823 West Second Avenue

The first business to occupy the ground floor of 823 Second was the Spokane Electric & Massage Institute with an advertisement in *The Spokesman-Review* on October 9, 1903. “One More Invitation ...equipped for the scientific treatment of rheumatism, lumbago, nervousness and all diseases arising from impaired circulation of the blood. ... J. P. Webster, Sec. & Tres.”



Meanwhile, upstairs on the second floor, the *Review* was running an ad for a 10-room lodging house: new brick; furniture all new; \$350 cash balance on easy terms; parties leaving city; 823 Second. In 1904, Webster was advertising his business on Riverside and was replaced by the Cuban Cigar Co., Inc. which in a September 1904 ran help wanted ads: “Wanted—Boys 15 years of older, steady work. In November 1904 help wanted ads called for a “Girl about 16 years at Cuban Cigar Co.” Frequent ads were run for “Cuban Cigar Co., Inc.” Manufacturer D. A. Darling at 823 2nd. On January 31, 1910 Spokane Press reported that Arthur W. Jones will engage in the cigar business at the Cuban Cigar Manufacturing Co. 823 Second.

On February 25, 1907 the *Spokesman-Review* ran ads for the Alturas house at 823-1/2 Second “neatly furnished rooms by the day, week or month. The *Spokane Press* on July 26, 1909

advertised “10 rooms, good furniture, lease, rent \$40 month, brick building. Owners have other business and will sell cheap; \$200 handles it, balance \$25 month; no interest Call at 823-1/2 Second Avenue.”

On January 27, 1909 Daniel Paul, a bachelor from Coulee City, sold the West half of Lot 2 to A. P. Mitchell and A.L. Mitchell of Spokane for a sum of Fifteen Thousand Dollars. The building was on the property at that time. Ownership passed to the Mitchell Brothers, but it did not appear to include the east half of the lot or building. Building permits indicate that A.L. Mitchell owned the building at West 823 in 1926 and thereafter, and both brothers owned the lot to the west as well (Ahrens & Ahrens building).

Mrs. H. Wilkie of 1823 Cleveland avenue was operating the rooming house in January of 1913.

Albert L. Mitchell arrived in Spokane in 1889 to join his brother Arthur P. Mitchell in a construction company with their father, George, and built railroads and the streets of a growing Spokane. They believed in the growth of Spokane and made major investments in downtown real estate, including the southeast corner of Lincoln and Second which they acquired ca. 1904 (sewer permit to connect to 2nd Avenue sewer in 1904). They also owned lot on which the two-story brick store/SRO building at 823 West 2nd Avenue had been constructed ca. 1902.

The *Spokane Daily Chronicle* reported on November 5, 1909 that a “**Big Five-Story Block on Second**” was proposed by A.P. Mitchell on Corner of Lincoln Street.

Within the near future definite announcement will be made by A.P. Mitchell, the well-known contractor, regarding his plans for the erection of a five-story block on his property at the southeast corner of Second avenue and Lincoln street. Just what the nature of the building will be has not been decided upon, and what it will cost cannot be determined until other details are worked out, but the cost will probably be between \$60,000 and \$70,000 it is said.

The 1910 Census listed two heads of household in the lodging rooms at 823 - one a woman and the other a man and wife, along with four lodgers from ages 21 to 48. Employment of the tenants included: lodging housekeeper, cook, vaudeville singer, stenographer for office, laborer, newspaper solicitor, and merchant.

Mitchell's five-story plan apparently did not materialize since the *Chronicle* two years later in June 1911 reported: "**Plans Three-Story Brick on Lincoln.**" At this time, the building had been reduced to a three-story brick building expected to cost in the neighborhood of \$50,000. "The building is proposed for the property belonging to A. P. Mitchell and will be 90 feet by 142 feet in size."

Finally, the Mitchells had a project on the property at 2nd and Lincoln as reported by *The Spokesman-Review* on July 6, 1919.

"New Home of Ahrens & Ahrens on Second to Cost \$80,000."

"What promises to be one of the finest automobile display and service buildings in the city is the new home planned for Ahrens & Ahrens, Inc., local distributors of the Stephens Salient Six, and Oakland Sensible Six. The total investment in the building will be around \$80,000. Mitchell Brothers are the owners and builders. Cowley & Wells are the architects.

The floor space in the new structure will be 14,000 square feet. The building will have two stories and basement, with frontage of 75 feet on Second avenue and a depth of 142 feet on Lincoln street. The service entrance will be on Lincoln street and the sales room entrance on the Second avenue thoroughfare. It will be one of the most substantial and artistically finished structures in the city, according to plans. The facade will be of white brick. The display room will be finished in ivory. The room will be large and showy, with a floor area 35 by 50.

...

In 1926, A.L. Mitchell obtained a permit for repairs to "rooming house" at 823-1/2 2nd Avenue. Several articles in the next couple of years reported the financial exploits of the Mitchells. *The Spokesman-Review* in its May 22, 1927 edition wrote that the Mitchell's "**Faith In City Has Cash Value.**" The article told of their real estate investments particularly in downtown Spokane. Under a subheading **Holdings Are Numerous,** A. P. Mitchell owns the Michigan Block, the Upton Apartments, half interest in the Antlers hotel, the Unique theater building, with his brother, the property at W328 Main, the Bybee apartments and a half interest in the Albany hotel among other lots and residences. A.L. Mitchell owns the Paige garage property at the southeast corner of Second and Lincoln and the Potlatch hotel building adjoining (Paul building, subject property); the Universal Auto company property; half interest in the property at 328 Main; Pacific Produce company property at Main and Market, and much other property.

A.L. Mitchell obtained a building permit from the city on July 2, 1928 for repairs to a rooming house at 823-1/2 2nd avenue for a value of \$900. Apparently, he was repairing fire damage to this apartment building. The *Chronicle* in an article of June 26 had reported the early morning rescue of Ruby Bilford by Fire Lieutenants Al Schrader and Byron Price. She had been trapped in a burning hotel—cut off from the stairway by smoke from the rear of the second floor where the fire started. Damage to the two-story brick and frame building totaled approximately \$1,000.

In February 1931, A.L. Mitchell received a permit for water meter replacement at 823 2nd Avenue. At that time, S.L. Grosso, a confectioner, occupied the ground floor commercial space. (However, there are city electrical permits issued to Red's Confectionary in 1927, 1930 and 1937, with an electrical permit to Grosso in 1940.) Grosso had just received a soft drink license from the city for his business. In 1933, Mr. Grosso joined the post-prohibition rush to serve alcohol and obtained a direct sales beer license. He was joining a long list in business owners anxious to return to the good old days as they traded in their soft drink licenses for beer instead. Grosso occupied 823 2nd Avenue until 1956 and was replaced by Red's Beverage Store and Confectionary which became Red's Tavern and Coffee in 1965; followed by B & B hamburger in 1968. Alice's Hamburger was in the space in 1974 and 1975 with Kathy's Café to 1977.

The city issued a building permit for work on 823 2nd on March 7, 1978 to Dick Walter, owner, with address of 821 2nd. The permit indicated interior alterations to enlarge a paint store with two new doorways, enclosure of an office space at the rear, and the construction of a new front; with a value \$10,000. The permit also noted the present use as a café. In the remodel, an arched opening was cut in the party wall between 821 and 823 and a new storefront was added. Following soon thereafter, in June, 1978 Walters received another building permit to convert a café to a paint store with a value of \$10,000. Walters C & C Decorating Center had a grand opening in 1982, but in 1985, Kindred Sport was in 821 and 823 was not listed.

In August 1989, Washington Water Power leased the space for the Energy Store. Worthington Enterprises, an antique and appraisal shop occupied the space in 1995 through 1997. Walter's Paint came back to 821 in 1989 and closed in 2000, but the address 823 was only sporadically listed in the Polk Directory. In 2006, Travel Guide, Inc. was listed but after 2010 the address was not listed.

The upstairs rooming house was listed as vacant in the 1932-1935 Polk Directories. It was occupied in 1940 with Mrs. Grace Holmes' lodgings. In the 1952-53 Polk, 823-1/2 was listed as vacant as it was through 1965 when the address was no longer listed.

Note that the Mitchell family, the descendants of A.L. Mitchell owned the building until October of 2001 when they sold it to Edsol Sneva. Edsol and Joan Sneva transferred it to son Blaine and his wife in 2002, who sold it to Evergreen Parking on the same day. Evergreen sold the property to Diamond Parking in 2015.

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- . "Cuban Cigar Co., Inc." (advertisement). 7/6/1907. P10:4
- . "Big Five-Story Block on Second." 11/5/1909. p1:6-7.
- . "Plans Three-Story Brick on Lincoln." 6/23/1911. p28:1.
- . "Dan Paul, Pioneer of State is Seriously Ill at Hospital." 2/17/1912. p19:7.
- . "Out of lodgings." (advertisement). 1/15/1912. p19:4.
- . "Rosy Future Seen for Local Business." 2/8/1917. p1:1.
- . "Ahrens Garage Will Cost \$80,000." 6/5/1919. p15:3.
- . "Improvements Are Announced." 7/30/1925. p20:1-3.
- . "Firemen Rescue Trapped Woman." 6/26/1928. p1:6.
- . "\$46,000 Involved in Realty Trade." 6/30/1928. p1:3-4.
- . "Sixth and Howard Property is Sold." 2/17/1928. p1:3-4.
- . "Owners Approve Pantages Change." 4/20/1929. p1:4.
- . "Albert L. Mitchell." 1/12/1942. p5:4
- . "Fred Zahn Dies in Santa Monica." 6/28/1947. p3:5.
- . "Pioneer In City Taken By Death." 5/10/1955. p1:5.
- . "Mrs. A.L. Mitchell Dies." 1/26/1957. p5:4-5.

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- . "Build New Brick Building." 9/16/1902. p5:2.
- . "After Riverside Realty." 9/30/1903. p7:3.
- . "One More Invitation." (Advertisement). 10/9/1903. p10:1.
- . "Builds It Up For Half A Mile." 3/23/1904. p8:3.
- . "Alturas House." (advertisement). 2/25/1907. p12:3.
- . "Coulee City Outlook Bright." 6/4/1910. p7:1.
- . "Ships Three Cars of Cattle." 7/31/1910. p5:5.
- . "Dan Paul Funeral Tomorrow." 3/20/1912. p5:5.
- . "Spokane Store That Opened Day After City Burned Devotes Week To 25th Anniversary." 10/11/1919. Part 5p1.
- . "New Home of Ahrens & Ahrens on Second to Cost \$80,000." 7/6/1919. p4:1-2.
- . "Stephens Sales Top High Marks." 11/23/1919. Part 4. p1:4.

- . "Ahrens Disposes of Auto Agency." 12/6/1925. p1:6.
- . "Building Near New Theater Site Changes Hands." 5/15/1927. p8:2-3.
- . "Faith in City Has Cash Value." 5/22/1927. pA7.
- . "Half Million in Realty Deals." 5/15/1927. pA5:3.
- . "Backs Spokane With His Coin." 6/17/1929. p6:3.
- . "A. L. Mitchell, Retired Contractor, Passes." 1/13/1942.
- . "Fred Zahn, 87, Taken By Death." 6/29/1947. p6:2.
- . "Pioneers and Places Names in Grand Coulee." 10/16/1949. p111.
- . "Mitchell Estate Left to Nephew." 5/19/1955. p1:6.
- . "\$385,073 Estate Left by Widow." 6/9/1956. p6:1.

U. S. Census. 1900, 1910, 1920, 1930, 1940

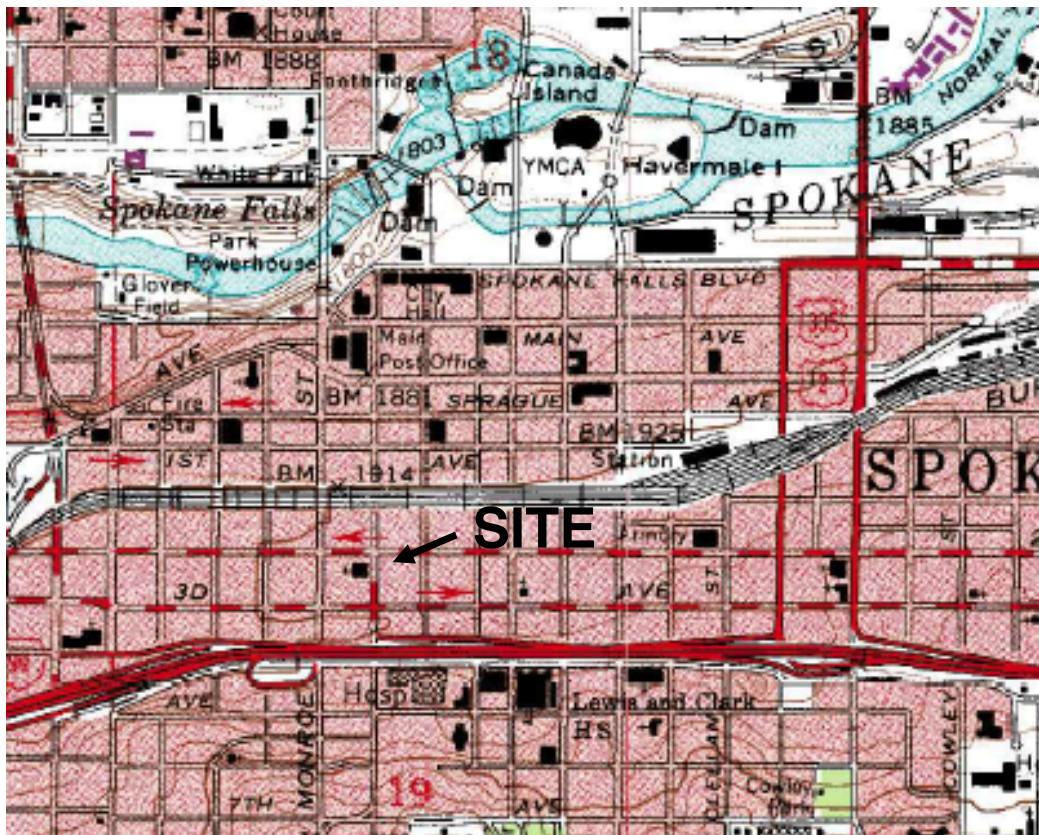
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Maps, Drawings, and Photographs



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

DANIEL PAUL BUILDING
823 WEST SECOND AVENUE
SITE LOCATION

↑
N
1' = 2000'



**DANIEL PAUL BUILDING
823 WEST SECOND AVENUE
SITE LOCATION**

↑
N
1' = 2000'

SPO 81 N75' OF W25' OF LT 2
BLK 35
RAILROAD ADD

WFL 1/25 1/25 2515
1923-2332 2nd

PARCEL # 19532-2301

ADDRESS/BLDG. NAME

YEAR	LAND VALUE	BLDG. VALUE	APPRSR	DATE
1976	74500			
1976	13710	44500	11-2-77	1520
1977	13710	9400	11-2-77	2315
1980	18700	15000	4-2-80	2180
1984	24400	19600	12	11-83
1988	24400	19600	18	11/87
2001			66	

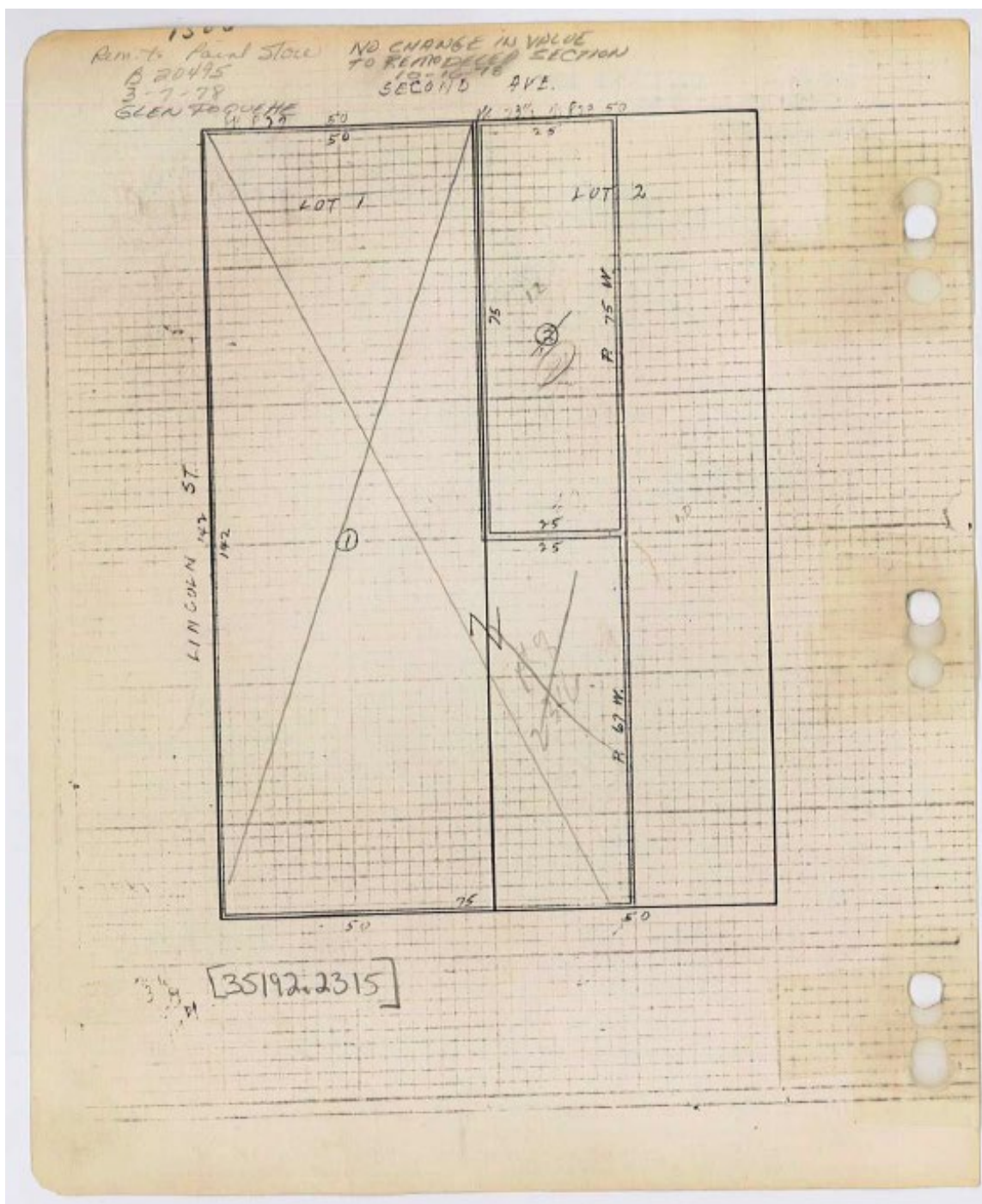
TYPE-USE-QUALITY	EXT. WALLS	BASEMENT	EXTRA FEATURES
Apartment	Brick	Full CON	Marquees
Office	Stone	Size	Canopy
Warehouse	Concrete	Finished	Balcony
Gas Station	Siding	Utility	Insulation
Motel	Con. Blk.		Cold Storage
Garage		HEATING	Sound Proofing
Store	Cast Panel	Hot Air	
No. Stories		Hot Water	INT. WALLS
No. Rooms	ROOF CONSTR.	Air Cond.	PLASTER
No. Apts.	Flat	Gas	
ANNUAL GROSS INC.	Pitched	Electric	INT. PARTITIONING
DATE	Steel Truss	Oil Burner	Lin. Feet
	Wood Truss	Coal Stoker	FW-wood CONG
		Steam	ELEVATOR
		Central	Kind
	ROOF COVERING		Stops
	Asphalt Shingles		
	Corr.	3 Toilets	APPLIANCES
	Tar-Gravel	1 Tubs	RG & OV
		3 Basins	HF
Gross Inc.	FLOOR STRUCTURE	2 Sinks	DW
	Reinf. Conc.	Showers	Washer
CONSTRUCTION	Conc. Slab	Laundry Trays	Dryer
Frame	Joisted Const.	H. W. Tanks	NOTE: 2nd Floor NY
Steel Frame	Mill Const	Sprinkler System	1st Floor NY
Reinf. Conc.	FLOOR FINISH		as per plan
Brick	Asphalt Tile		
Con. Blk.	Fir		GEN'L CONDITION
	Linoleum		Excellent
FOUNDATION	Cement		Good
Con. Stone Blk.	Hrdwd.		Fair
Rock	W/W		Poor

Yr. Built	% Fin.	Class	Sq. Ft. 1st	Sq. Ft. 2nd	Height	Per	\$ PSF	A. V.
1900	100	535	1875		36	200	10MN	19600

BLDG. DESC.	BLDG #	BLDG #	BLDG #	BLDG #	BLDG #
Const.					
Fndtn.					
Floors					
Ext. Walls					
Roof					
Plumb. Fix.					
Year Blt/Life					
\$ PSF					
Sq. Ft.					
Value					

25X75 1875 c 138

ASSESSOR FIELD FILE - 200





1. Context along Second Avenue - looking southeast along south side



2. Context along Second Avenue - looking southwest along south side copy



3. Northwest corner, looking southeast



4. Northeast corner, looking southwest.



5. North facade of #821-Zahn and #823-Paul, looking south



6. North facade of #823-Paul Building, looking south



7. Ground floor commercial space, looking south



8. Ground floor commercial space, looking north toward storefront



9. Stairs down to basement, looking north



10. Basement, looking south



11. Ground floor-storefront and entry, landing to second floor, looking west



12. Stairs to second floor lodgings, looking south



13. Stairs descending to ground floor entry, looking north



14. North end rooms, looking northeast



15. Rooms along east wall of foyer, looking east



16. South end rooms and hallway from foyer



17. Toilet room at south end of hallway, looking south



Agenda Sheet for City Council Meeting of:
05/23/2022

Date Rec'd	5/11/2022
Clerk's File #	OPR 2022-0369
Renews #	
Cross Ref #	
Project #	2019085
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – LOW BID AWARD – TO BE DETERMINED

Agenda Wording

Low Bid of (to be determined at bid opening to be held on 5/16) (City, ST) for Cycle 9 School Safety Projects - \$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside.(Various Neighborhood Council)

Summary (Background)

On May 16, 2022 bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$_____, which is \$_____ or _____% (above/below) the Engineer's Estimate of \$1,456,541.00; _____ other bids were received as follows: (to be determined). All information will be provided prior to the 5/23 council meeting.

Lease? NO	Grant related? NO	Public Works? YES
<u>Fiscal Impact</u>	<u>Budget Account</u>	
Expense \$ 0	# 1380 24105 95300 56501 21011	
Expense \$ 0	# 1380 24106 95300 56501 21011	
Expense \$ 0	# 1380 24107 95300 56501 21011	
Select \$	#	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u> UE 5/9
<u>Division Director</u>	FEIST, MARLENE	<u>Council Sponsor</u> Beggs/Kinnear
<u>Finance</u>	MURRAY, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
<u>Additional Approvals</u>		kgoodman@spokanecity.org
<u>Purchasing</u>		jgraff@spokanecity.org
		ddaniels@spokanecity.org
		pyoung@spokanecity.org

Committee Agenda Sheet

Urban Experience

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	School Safety (Cycle 9) Project
Summary (Background)	<ul style="list-style-type: none"> This is the annual school safety project funded by school zone infraction funds The project has components throughout the city – refer to the attached exhibit. Project components include sidewalk infill, curb ramps, twenty mph flashing signs, as well as crosswalk markings, curb bumpouts, center islands, pedestrian hybrid beacons, and rapid flashing beacons at crosswalks Construction is planned this summer.
Proposed Council Action & Date:	Following bid opening, we will bring the contract to Council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

Major Project Components

District 1

- Rectangular rapid flashing beacon** (RRFB) – Euclid & Cook (near Andrew Rypien Field & Bemiss Elementary)
- HAWK* signal – Francis & Cook (near Arlington Elementary)
- School 20 When Flashing – Perry & Dalton and Morton & Dalton (near Gonzaga Prep)
- Sidewalk infill – Helena from Everett to North, 2 blocks (near Whitman Elementary)
- Sidewalk infill – North from Perry to Helena, 1 block (near Whitman Elementary)
- Sidewalk infill – Sanson from Perry to Helena, 1 block (near Whitman Elementary)
-

District 2

- Rectangular rapid flashing beacon** (RRFB) – 18th & Bernard (near Cataldo Elementary)
- Rectangular rapid flashing beacon** (RRFB) – 9th & Perry (near Grant Elementary)

District 3

- HAWK* signal – Northwest & York (near Audobon Elementary)
- Sidewalk infill – Everett from Wall to Whitehouse, 4 blocks (near Franklin Park)

*Examples of HAWK signals can be found:

- At Division & Boone
- On Grand next to Manito Park

** Examples of RRFBs can be found:

- at Sprague & Scott (west of the Hamilton St. overpass near the sewer)
- at Wellesley & Helena (in front of Rogers HS)



Agenda Sheet for City Council Meeting of:
05/23/2022

Date Rec'd	5/11/2022
Clerk's File #	OPR 2007-0926
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	NEIGHBORHOOD SERVICES
Contact Name/Phone	CARLY CORTRIGHT 6263
Contact E-Mail	CCORTRIGHT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0550 - LEASE AGREEMENT WEST CENTRAL COMMUNITY CENTER

Agenda Wording

Lease Agreement Amendments with West Central Community Development Association

Summary (Background)

The City has leased the West Central Community Center building to the West Central Community Development Association for \$1 per year in recognition of their services to our more vulnerable populations. This amendments extends the lease agreements through December 2032.

Lease? YES Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ 10	<u>Budget Account</u>	# 0350-57200-99999-36250-99999
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	CORTRIGHT, CARLY
<u>Division Director</u>	CORTRIGHT, CARLY

Council Notifications

<u>Study Session\Other</u>	UE 5/9/22
<u>Council Sponsor</u>	CM Wilkerson and CM Kinnear

<u>Finance</u>	ORLOB, KIMBERLY
-----------------------	-----------------

Distribution List

<u>Legal</u>	PICCOLO, MIKE	ccortright@spokanecity.org
<u>For the Mayor</u>	PERKINS, JOHNNIE	cortiz@spokanecity.org

Additional Approvals kferraro@westcentralcc.org

<u>Purchasing</u>		
<u>ACCOUNTING - LEASE</u>	BAIRD, CHRISTI	

Committee Agenda Sheet

Urban Experience

Submitting Department	Office of Neighborhood Services
Contact Name & Phone	Carly Cortright
Contact Email	ccortright@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent X Discussion Time Requested: <u>5</u>
Agenda Item Name	Lease Agreement Amendments – West Central and Northeast Community Centers
Summary (Background)	<p>The City of Spokane has had a long-standing arrangement with the West Central Community Development Association and Northeast Community Center Association, both non-profits, to lease and manage the West Central Community Center and Northeast Community Center, respectively, which are city-owned properties. These associations assume responsibility for utilities and maintenance, and in return, the City leases them the property for \$1 per year. This is in recognition of the services our community centers provide to our citizens.</p> <p>The current lease agreements for WCCC and NECC end in December 2023. However, Northeast Community Center Association has requested an extension of the agreement to receive funding from the state to open a mental health clinic at the old Hillyard Library which shares a parcel with NECC. Therefore, we are amending the existing lease agreement with WCCC through December 2032 and amending the existing lease agreement with NECC to include the library location and extending the date from December 2032 as well.</p>
Proposed Council Action & Date:	Approve the amendments at the May 23, 2022 Council meeting
Fiscal Impact: Total Cost: <u>\$0</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: These are revenue generating contracts of \$1 per year	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>Our community centers serve all populations, but traditionally have focused on lower socio-economic groups, which often includes historically excluded communities. Renewing these leases will ensure they continue to be able to serve these individuals.</p> <p>The mission statement of NECC: the Northeast Community Center Association (NECCA) is a non-profit neighborhood organization that strives to improve the quality of life for residents of northeast</p>	

Spokane, with emphasis on social, health, economic, education and recreation needs.

The West Central Community Center serves the citizens of Spokane providing childcare, health and nutrition services, a medical clinic, programs for developmentally disabled adults, and recreation activities for youth and adults.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

This data is not currently collected by the community centers, but they traditionally have served marginalized populations.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

The community centers submit quarterly reports regarding their performance metrics which are reviewed by ONS.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A



City of Spokane

LEASE AGREEMENT AMENDMENT

THIS LEASE AGREEMENT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION, a non-profit corporation as "Association."

WHEREAS, the City entered into a lease agreement with the Association to allow the Association to provide neighborhood and community development activities; and

WHEREAS, the parties would like to extend the term of the lease agreement,

Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The lease agreement dated November 19, 2007, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This contract amendment shall become effective upon signature of both parties.
3. AMENDMENT. Section 2 of the contract documents is amended to read as follows:
 2. TERM. The Association shall have the use of the premises beginning January 1, 2008 through December 31, ((2023)) 2032.

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 Lease Amendment by having legally-binding representatives affix their signatures below.

Dated: _____

WEST CENTRAL COMMUNITY
DEVELOPMENT ASSOCIATION

By: _____

Kim Ferraro

Title: Executive Director

Dated: _____

CITY OF SPOKANE

By: _____

Johnnie Perkins, City Administrator

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____ and TERRI PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: _____

Notary Public in and for the State of Washington
residing at _____
My appointment expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that know or have satisfactory evidence that Kim Ferraro is/are the person(s) who appeared before me and said person(s) acknowledged that he/she/they signed this document, on oath stated that he/she/they were authorized to sign it and acknowledged it as the Executive Director of the WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION, a Washington Non Profit- Corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: _____

Notary Public in and for the State of Washington
residing at _____
My appointment expires _____



Agenda Sheet for City Council Meeting of:
05/23/2022

Date Rec'd	5/11/2022
Clerk's File #	OPR 2007-0528
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	NEIGHBORHOOD SERVICES
Contact Name/Phone	CARLY CORTRIGHT 6263
Contact E-Mail	CCORTRIGHT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0550 - LEASE AGREEMENT NORTHEAST COMMUNITY CENTER

Agenda Wording

Lease Agreement Amendment with Northeast Community Center Organization

Summary (Background)

The City has leased the Northeast Community Center building to the Northeast Community Center Organization for \$1 per year in recognition of their services to our more vulnerable populations. This amendment extends the lease agreement through December 2032.

Lease? YES Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ 10	<u>Budget Account</u>	# 0350-57300-99999-36250-99999
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	CORTRIGHT, CARLY
<u>Division Director</u>	CORTRIGHT, CARLY

Council Notifications

<u>Study Session\Other</u>	UE 5/9/22
<u>Council Sponsor</u>	CM Wilkerson and CM Kinnear

<u>Finance</u>	ORLOB, KIMBERLY
-----------------------	-----------------

Distribution List

<u>Legal</u>	PICCOLO, MIKE	ccortright@spokanecity.org
<u>For the Mayor</u>	PERKINS, JOHNNIE	cortiz@spokanecity.org

Additional Approvals drichardson@necommunitycenter.com

Purchasing

<u>ACCOUNTING - LEASE</u>	BAIRD, CHRISTI
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Committee Agenda Sheet

Urban Experience

Submitting Department	Office of Neighborhood Services
Contact Name & Phone	Carly Cortright
Contact Email	ccortright@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5</u>
Agenda Item Name	Lease Agreement Amendments – West Central and Northeast Community Centers
Summary (Background)	<p>The City of Spokane has had a long-standing arrangement with the West Central Community Development Association and Northeast Community Center Association, both non-profits, to lease and manage the West Central Community Center and Northeast Community Center, respectively, which are city-owned properties. These associations assume responsibility for utilities and maintenance, and in return, the City leases them the property for \$1 per year. This is in recognition of the services our community centers provide to our citizens.</p> <p>The current lease agreements for WCCC and NECC end in December 2023. However, Northeast Community Center Association has requested an extension of the agreement to receive funding from the state to open a mental health clinic at the old Hillyard Library which shares a parcel with NECC. Therefore, we are amending the existing lease agreement with WCCC through December 2032 and amending the existing lease agreement with NECC to include the library location and extending the date from December 2032 as well.</p>
Proposed Council Action & Date:	Approve the amendments at the May 23, 2022 Council meeting
Fiscal Impact: Total Cost: <u>\$0</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: These are revenue generating contracts of \$1 per year	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>Our community centers serve all populations, but traditionally have focused on lower socio-economic groups, which often includes historically excluded communities. Renewing these leases will ensure they continue to be able to serve these individuals.</p> <p>The mission statement of NECC: the Northeast Community Center Association (NECCA) is a non-profit neighborhood organization that strives to improve the quality of life for residents of northeast</p>	

Spokane, with emphasis on social, health, economic, education and recreation needs.

The West Central Community Center serves the citizens of Spokane providing childcare, health and nutrition services, a medical clinic, programs for developmentally disabled adults, and recreation activities for youth and adults.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

This data is not currently collected by the community centers, but they traditionally have served marginalized populations.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

The community centers submit quarterly reports regarding their performance metrics which are reviewed by ONS.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A



City of Spokane

LEASE AGREEMENT AMENDMENT

THIS LEASE AGREEMENT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and NORTHEAST COMMUNITY CENTER ASSOCIATION, whose address is c/o Northeast Community Center, 4001 North Cook Street, Spokane, Washington 99207, as "Association."

WHEREAS, the parties entered into a lease agreement for the Northeast Community Center Association to lease and manage the Northeast Community Center; and

WHEREAS, the lease term has been extended from time to time and was most recently extended through December 31, 2023; and

WHEREAS, the Association has applied for or received grant fund from various funding sources that requires that there be at least a ten-year lease commitment between the City and the Association; and

WHEREAS, the parties agree that recently closed Hillyard Library building shall be added to the premises subject to this lease agreement.

NOW, THEREFORE, the parties agree as follows:

1. **DOCUMENTS**. The original lease dated June 22nd and June 26, 2007, and any previous amendments 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 amendment shall become effective upon signature of both parties.

3. AMENDMENTS.

Amendment No. 1: Section 1 of the lease agreement is amended to read as follows:

1. DESCRIPTION OF THE PREMISES. The City leases to the Association the premises at 4001 North Cook Street (Parcel No. 35041.3015), as shown on the attached "Site Space Analysis" Diagram (Attachment A) (~~(, which the exception of the Spokane Public Library portion))~~).

Amendment No. 2: Section 2 of the lease agreement is amended to read as follows:

1. TERM. The Association shall have the use of the premises beginning January 1, 2008 through December 31, ~~((2023))~~ 2032, unless terminated earlier.

Amendment No. 3: A new section 22 is added to the Agreement to read as follows:

22. WAIVER OF RENTAL FEES FOR NOT-FOR-PROFIT COMMUNITY ORGANIZATIONS. The Association shall provide free meeting space at the community center for qualified 501 c 3 organizations or other community partners pursuant to Attachment B.

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 Lease Amendment by having legally-binding representatives affix their signatures below.

Dated: _____

NORTHEAST COMMUNITY CENTER
ASSOCIATION

By: _____
David Richardson
Title: Executive Director

Dated: _____

CITY OF SPOKANE

By: _____
Johnnie Perkins, City Administrator

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____ and TERRI PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: _____

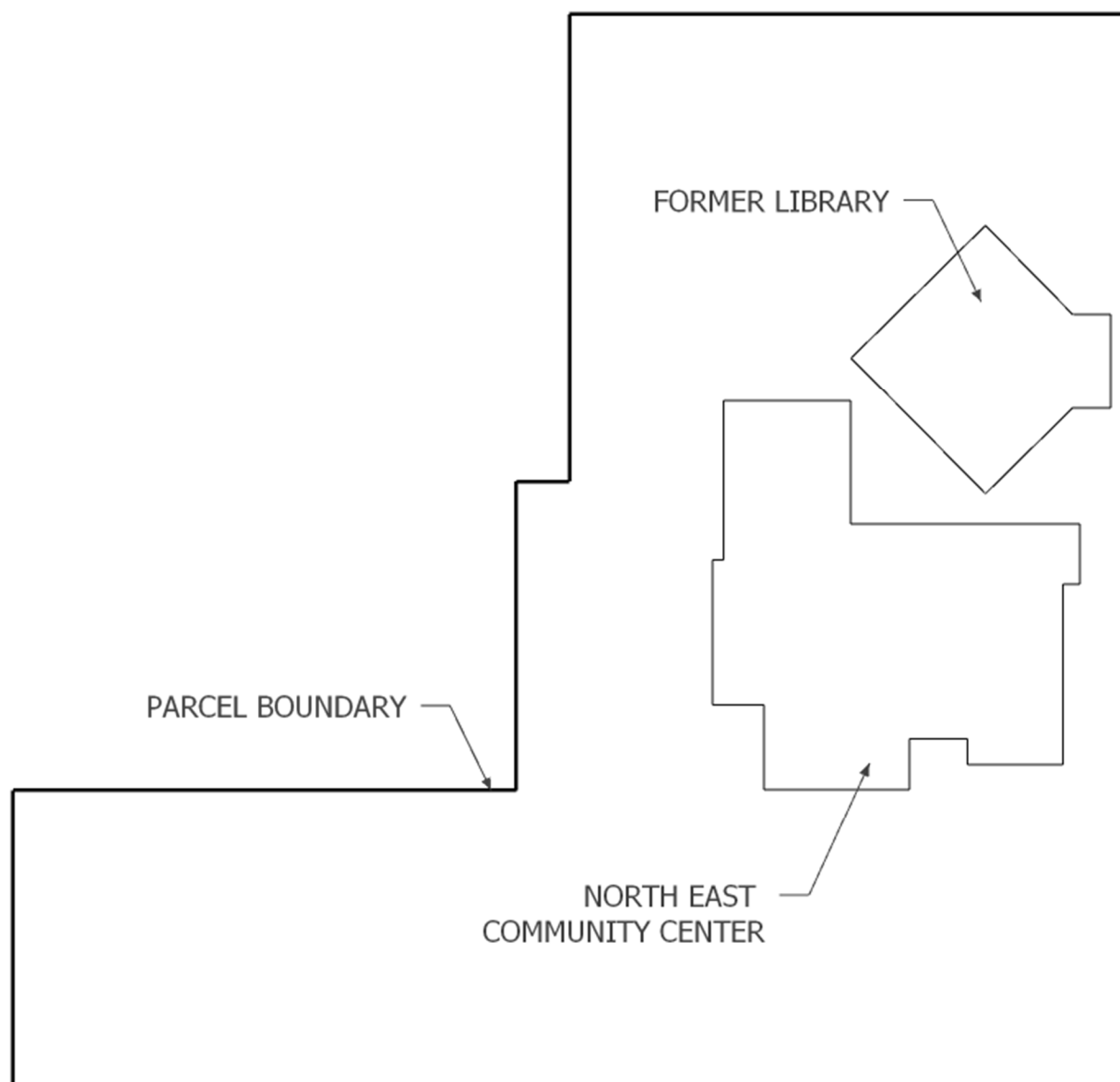
Notary Public in and for the State of Washington
residing at _____
My appointment expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that David Richardson is/are the person(s) who appeared before me and said person(s) acknowledged that he/she/they signed this document, on oath stated that he/she/they were authorized to sign it and acknowledged it as the Executive Director of the NORTHEAST COMMUNITY CENTER ASSOCIATION, a Washington Non Profit- Corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: _____

Notary Public in and for the State of Washington
residing at _____
My appointment expires _____



ATTACHMENT B

The Northeast Community Center Association-NECCA a 501c3 not-for-profit organization, relies upon rental fees to maintain the facility and provide access to year-round community resources, programs and services.

NECCA on a case-by-case basis may waive temporary room rental fees for qualified 501c3 organizations or other community partners providing a direct service to the community for meetings, retreats and training sessions during normal NECC business hours.

Non-profit organizations and community partners (renters) can reserve meeting space at the Northeast Community Center at no charge depending on space availability and on a first come, first served basis as long as no admission, donations or fees of any kind are charged to participants.

Regardless of fees charged or waived, all renters must complete a room rental agreement and abide by the policies, procedures and provisions set forth in the agreement.

Use of the facility is at the sole discretion of the NECCA. Failure to comply with the room rental agreement provisions may result in the denial of future use of NECCA facility/meeting spaces.



Agenda Sheet for City Council Meeting of:
05/23/2022

Date Rec'd	5/4/2022
Clerk's File #	ORD C36212
Renews #	

Submitting Dept	FLEET SERVICES	Cross Ref #	
Contact Name/Phone	RICK GIDDINGS 625-7706	Project #	
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	5100-SBO FOR CLEAN FUEL INFRASTRUCTURE RESERVE BUDGET		

Agenda Wording

In support of the Clean Fuel Infrastructure Reserve Plan resolution that was adopted on February 28, 2022, Fleet Services is requesting a Special Budget Ordinance to establish a budget for 2022 estimated revenues and expenditures.

Summary (Background)

SBO C36188 proposed estimated revenue and expenditures of \$264,259. The SBO failed at the April 11 City Council Meeting. Because we have completed infrastructure projects totaling \$56,836 to reimburse departments for, and new charging infrastructure projects with an estimated cost of \$82,000 needed to support vehicles that have been approved or ordered, we have revised 2022 expenditures to reflect only our immediate needs. The revised expenditure is \$140,000. Revenue remains unchanged.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Budget Account

Expense	\$ 140,000	# 5100-71800-94000-56301-99999
Revenue	\$ 264,259	# 5100-71800-99999-34881-99999
Select	\$	#
Select	\$	#

Approvals

Council Notifications

<u>Dept Head</u>	GIDDINGS, RICHARD	<u>Study Session\Other</u>	Finance - 3/21/2022
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>	CM Kinnear/CP Beggs
<u>Finance</u>	WALLACE, TONYA	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		

Additional Approvals

<u>Purchasing</u>		
<u>MANAGEMENT & BUDGET</u>	INGIOSI, PAUL	

Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	5100 – Fleet Services
Contact Name & Phone	Rick Giddings 625-7706
Contact Email	rgiddings@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 min</u>
Agenda Item Name	SBO for Clean Fuel Infrastructure Reserve Budget
Summary (Background)	<p>In support of the Clean Fuel Infrastructure Reserve Plan resolution that was adopted on February 28, 2022, Fleet Services is requesting a Special Budget Ordinance to establish a budget for 2022 estimated revenues and expenditures.</p> <p>Revenues will be generated with a per gallon surcharge calculated to be no greater than the difference between the average local retail gasoline & diesel prices and the gas & diesel prices charged by Fleet services (including markup and applicable taxes). This will ensure City-supplied fuel prices remain below prices charged at retail fueling sites. Police, Solid Waste Collection, Streets, Fire and Water are the departments estimated to be most impacted by this surcharge, but within a manageable amount.</p> <p>Expenditures will go toward installing clean fuel infrastructure to support existing alternative fuel vehicles in the City's fleet.</p>
Proposed Council Action & Date:	Approve SBO for 2022 budget creation
Fiscal Impact: Total Cost: <u>\$264,259 per year</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: fuel surcharge Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will be collected via department fuel usage and has no existing disparities.	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Fleet and Accounting will collect and analyze the fuel usage data both monthly and annually to ensure the surcharge meets the needs of the impacted departments.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The clean fuel infrastructure reserve program aligns with the sustainability action plan and SMC via reducing greenhouse gas emissions by providing alternative fueling options for City fleet.

ORDINANCE NO C36212

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Fleet Services 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 Fleet Services Fund and the budget annexed thereto with reference to the Fleet Service Fund, the following changes be made:

- 1) Increase revenue by \$264,259.
 - A) Of the increased revenue, \$264,259 is from interfund fuel sales from other city departments.
- 2) Increase appropriation by \$264,259.
 - A) Of the increased appropriation, \$264,259 is provided solely for supplies and equipment related to Clean Fuel Infrastructure Reserves expenses in the Fleet Services department.

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 creation of the Clean Fuel Infrastructure Reserve Plan 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: 05/23/2022

Date Rec'd	5/10/2022
Clerk's File #	ORD C36213
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	MATT BOSTON X6820	Project #	
Contact E-Mail	MBOSTON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	0320 - SBO RELATED TO MAYOR'S AND COUNCIL OFFICE STAFFING		

Agenda Wording

SBO rightsizing the staffing and salaries for the Office of the Mayor and City Council Office.

Summary (Background)

Mayor's Office (\$43,900 - General Fund Reserve): - Adds Exec. Assistant-City Administrator Council Office (\$25,100 - Council Budget): - Director, Council Office to grade 51, equal to Director, Mayor's Office - Director, Communications to grade 52, equal to Division Communications Officers - Manager, Housing & Homelessness Initiatives to grade 42, reflecting increased responsibilities - Manager, Equity & Inclusion Initiatives to grade 42, reflecting increased responsibilities

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 43,900

Neutral \$ 25,100

Select \$

Select \$

Budget Account

General Fund Reserve

Council Reserve for Budget Adjustment

#

#

Approvals

Dept Head ALLERS, HANNAHLEE

Division Director

Finance

Legal

For the Mayor

Council Notifications

Study Session\Other 3/21 Finance & Administration

Council Sponsor CP Beggs, CM Kinnear

Distribution List

bcote@spokanecity.org

pingiosi@spokanecity.org

Additional Approvals

Purchasing

ORDINANCE NO C36213

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Add one exempt/confidential Executive Assistant position in the Mayor's Office (from 1 to 2).
- 2) Transfer \$29,000 in budget authority from the Policy Advisor position in the Mayor's Office to the Executive Assistant position.
- 3) Increase the appropriation in the General Fund-Mayor's Office by approximately \$43,900.
 - A) Of the increased appropriation, approximately \$15,300 is provided solely for salary and benefits related to the Executive Assistant position in the Mayor's Office.
 - B) Of the increased appropriation, approximately \$5,600 is provided solely for one-time supplies and services related to the Executive Assistant position in the Mayor's Office.
 - C) Of the increased appropriation, approximately \$23,000 is provided solely for temporary/seasonal staffing budget authority.
 - D) The overall increase to the General Fund-Mayor's Office appropriation is \$43,900.
- 4) Increase the salary for the Director-Council Office position by \$15,100 (salary range change from Grade 40 to Grade 51 of the A07-Non-Represented pay plan) plus associated benefits, approximately \$17,750 in total.
- 5) Increase the salary for the Director of Communications and Community Engagement position by \$2,300 (salary range change from Grade 49 to Grade 51 of the A07-Non-Represented pay plan) plus associated benefits, approximately \$2,750 in total.
- 6) Increase the salary for the Manager-Housing and Homelessness position by \$1,700 (salary range change from Grade 39 to Grade 42 of the A07-Non-Represented pay plan) plus associated benefits, approximately \$2,000 in total.
- 7) Increase the salary for the Manager-Equity and Inclusion Initiatives position by \$2,200 (salary range change from Grade 39 to Grade 42 of the A07-Non-Represented pay plan) plus associated benefits, approximately \$2,600 in total.
- 8) Decrease the Reserve for Budget Adjustment by \$25,100.
 - A) There is no net change to the City Council department budget.

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 for additional staff support in the Mayor's Office department and process salary range changes in the City Council department 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:
01/03/2022

Date Rec'd	12/16/2021
Clerk's File #	RES 2022-0001
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	LORI KINNEAR X6715
Contact E-Mail	LKINNEAR@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - ESTABLISHING YEAR-LONG 20 MPH SPEED LIMITS AROUND CERTAIN PARKS

Agenda Wording

A resolution establishing year-long 20 mph speed limits on streets adjacent to certain parks, as identified in the attached addendum, after the expiration of a two-year pilot project.

Summary (Background)

In 2020, Council instituted a two-year pilot project establishing year-long 20 mph speed limits around certain parks and park properties in response to COVID-19 and the increase in pedestrian visits to city parks outside of the summer season. This pilot project will end at the beginning of 2022. While the pilot project was instituted at the beginning of COVID-19 pandemic, when park was particularly high, use of city parks has continued.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

Dept Head ALLERS, HANNAHLEE

Division Director

Finance

Legal

For the Mayor

Additional Approvals

Purchasing

Council Notifications

Study Session\Other UE 12/13/21

Council Sponsor CMs Kinnear & Cathcart

Distribution List

Briefing Paper

PIES

Division & Department:	City Council
Subject:	Resolution Establishing Year-Round 20mph Speed Limits for Certain Streets Adjacent to Parks; and Resolution Reverting High Drive Speed Limit Back to 30mph
Date:	December 13, 2021
Contact (email & phone):	Giacobbe Byrd (gbyrd@spokanecity.org) (509) 625-6715
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience; Public Safety & Community Health; PIES
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)	
Strategic Initiative:	Safe and Healthy
Deadline:	Early 2022
Outcome: (deliverables, delivery duties, milestones to meet)	These resolutions make streets around parks safer for pedestrians and cyclists and provides a solution for drivers speeding around parks.
<p>Background/History: Over three years ago, CM Kinnear worked with former-CM Fagan and the PeTT committee to find a mutually agreeable solution for drivers speeding around parks. In 2020, Council passed Resolution 2020-0021 instituting a two-year pilot project establishing year-long 20 mph speed limits around certain parks and park properties in direct response to the COVID-19 virus and the increase in pedestrian visits to our city parks outside of the summer season. This pilot project will end at the beginning of 2022. While the pilot project was instituted at the beginning of COVID-19 pandemic, when park use was particularly high, use of city parks has continued. While short-term enforcement of speed limits continues to be a challenge, the City's legislative agenda includes requests for speed cameras around parks. Continuing the 20mph speed limits around certain parks will help drivers acclimate to the lower speeds prior to potential future installation of speed cameras.</p>	
<p>Executive Summary: These resolutions:</p> <ul style="list-style-type: none"> • Continue the year-round 20 mph speed limits on streets adjacent to certain City parks at the expiration of the two-year pilot project; and • Revert the speed limit along High Drive to 30mph. 	
<p>Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: The cost of installing any new signs will be paid from the Traffic Calming Measures Fund Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	

RESOLUTION NO 2022-0001

A resolution establishing year-long 20 mph speed limits on streets adjacent to certain parks, as identified in the attached addendum, after the expiration of a two-year pilot project.

WHEREAS, in 2020, the Spokane City Council unanimously adopted Resolution 2020-0021, which was amended by Resolution 2020-0077, instituting a two-year pilot project establishing year-long 20 mph speed limits around certain parks and park properties in direct response to the COVID-19 virus and the increase in pedestrian visits to our city parks outside of the summer season; and

WHEREAS, with the pilot project expiring, this resolution establishes year-round 20 mph speed limits for streets adjacent to certain parks included in the two-year pilot.

NOW, THEREFORE, BE IT RESOLVED that speed signs that reflect a 20 mph speed limit year-round shall be installed on both arterials and residential streets adjacent to the parks included in the attached addendum; and

BE IT FURTHER RESOLVED that the City Council requests the Streets Department engage in robust metric analysis to ensure that any potential future speed adjustments are based on measured data; and

BE IT FURTHER RESOLVED that the cost of installing any new signs will be paid from the Traffic Calming Measures Fund, into which is deposited automated traffic safety camera infraction fines.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ADDENDUM TO RESOLUTION NO. 2022-_____.

The following parks and streets are subject to year-round 20mph speed limits, as established in Resolution No. 2022-_____:

A.M. Cannon Hill Park;

Chief Garry Park;

Comstock Park;

Corbin Park;

Hays Park;

Lincoln Park;

Mission Park;

Shadle Park;

Friendship Park;

Thornton Murphy Park;

Manito Park; and

West Cliff Drive from South Ben Garnett Way to the Tiger Trail.



Agenda Sheet for City Council Meeting of:
05/23/2022

Date Rec'd	5/10/2022
Clerk's File #	RES 2022-0048
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	CP BEGGS X6254	Project #	
Contact E-Mail	BBEGGS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 - AMENDING COUNCIL BOARDS AND COMMISSIONS APPOINTMENTS FOR 2022		

Agenda Wording

Amending Resolution 2022-0007, which appointed City Council Members to boards, committees, and commissions for 2022.

Summary (Background)

This resolution updates the attachment to Resolution 2022-0007, adding CM Zappone to the Association of Washington Cities Board and replacing CM Stratton with CP Beggs as a liaison member of the Downtown Spokane BID Board.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u> N/A
<u>Division Director</u>		<u>Council Sponsor</u> CP Beggs, CM Zappone
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>		
<u>For the Mayor</u>		
<u>Additional Approvals</u>		
<u>Purchasing</u>		

RESOLUTION NO. 2022-0048

A Resolution amending Resolution 2022-0007, which appointed City Council Members to boards, committees, and commissions for 2022.

WHEREAS, City Council members are appointed to serve on various boards, committees, and commissions, including City Council standing committees, inter-governmental boards, and various other boards and committees; and

WHEREAS, City Council standing committee appointments are governed by chapter 02.005 of the Spokane Municipal Code and Rule 6 of the City Council's Rules of Procedure; and

WHEREAS, Council passed Resolution 2022-0007 on January 10, 2022, and Resolution 2022-0017, which amended Resolution 2022-0007, on February 7, 2022;

WHEREAS, subsequent changes to the appointments set forth in Resolution 2022-0007 and Resolution 2022-0017 may be approved by motion of the Council.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council amends the appointments set forth in Resolution 2022-0007 and Resolution 2022-0017 with the following changes, which are reflected in the updated attached list:

- Adds Council Member Zappone to the Association of Washington Cities Board
- Replaces Council Member Stratton with Council President Beggs as a liaison member to the Downtown Spokane BID Board

Passed by the City Council this ____ day of May, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

Committee/Board	2022
Council President Pro-Tem	Lori Kinnear
Standing Council Committees	
Urban Experience	Chair: Stratton; Vice: Zappone
Finance & Administration	Chair: Wilkerson; Vice: Cathcart
Public Infrastructure, Environment & Sustainability	Chair: Kinnear; Vice: Bingle
Public Safety & Community Health	Chair: Cathcart; Vice: Beggs
Boards and Commissions	
911 Integrated Response Committee	N/A
Aging and Long Term Care	Stratton
Airport Board	Beggs
Association of Washington Cities Board	Wilkerson, Zappone
Budget	Beggs, Wilkerson, Cathcart
Community Assembly	Rotates
Community Health and Human Services	Wilkerson, Bingle
C.O.P.S.	Stratton
Council Liaison - Equity Subcommittee	Wilkerson
Council Liaison - Housing Action Subcommittee	Cathcart
Council Liaison - Sustainability Action Subcommittee	Kinnear
Docketing	Kinnear, Cathcart, Zappone
Downtown Spokane BID Board (Liaison Member)	Beggs
Fire Pension (must include Finance Chair)	Cathcart, Wilkerson
Growth Management Act Steering Committee of Elected Officials	Beggs, Cathcart, Kinnear
GMA SCEO Subcommittee	Kinnear
Human Rights Commission	Zappone
Investment Committee	Kinnear
Legislative Team	Beggs, Zappone, Bingle
Library Board	Bingle
Lodging Tax Advisory Committee (PFD)	Wilkerson
Lodging Tax Advisory Committee (1.3%)	Wilkerson
Mayor's Economic Advisory Committee	Rotates
MFTE Review & Update Committee	Beggs, Bingle, Zappone
Park Board	Bingle
Park Board Exec Committee	Bingle
Parking Advisory Committee	Kinnear, Stratton
Partnership Policy (Schools, Parks, Libraries)	Bingle, Zappone
Plan Commission	Kinnear
Plan Commission - Transportation Sub.	Bingle
Priority Spokane	Stratton
Police Advisory Committee	Cathcart
Police Pension	Beggs, Cathcart
Recovery Plan Workgroup	Beggs, Wilkerson, Zappone
Redistricting Committee	Beggs, Zappone
Spokane Arts	Stratton
Spokane Employees Retirement Board	Bingle
Spokane Regional Law and Justice	N/A
Spokane Regional Solid Waste Liaison Board	Bingle
Spokane Regional Transportation Council	Wilkerson, Zappone
Spokane Transit Authority (STA)	Kinnear, Stratton, Wilkerson, Zappone
STA Central City Line	Kinnear

Strategic Planning Committee	Kinnear, Stratton, Cathcart
TPA Commission/Hotel Motel Commission	Zappone
Traffic Calming/PhotoRed	Beggs, Cathcart, Zappone
University District PDA	Beggs
Visit Spokane	Zappone
West Plains PDA/S3R3	Beggs
The Yard PDA	Cathcart



Agenda Sheet for City Council Meeting of:
05/16/2022

Date Rec'd	5/4/2022
Clerk's File #	ORD C36209
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	CM KINNEAR X6261	Project #	
Contact E-Mail	LKINNEAR@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 - DROUGHT RESPONSE MEASURES ORDINANCE		

Agenda Wording

Establishing water conservation and drought response measures; enacting a new section 13.04.1925; and amending section 13.04.300 of the Spokane Municipal Code.

Summary (Background)

In 2020, Council convened a volunteer working group called the Water Resource Collaboration Group tasked with reviewing the Water Conservation Master Plan and proposing updates to Council, with the goal to enable greater community input on the City's water conservation strategies. Spokane residents currently use more water per capita than 97% of the country. We can both reduce water usage and avoid costly infrastructure upgrades by taking these actions to decrease outdoor water usage.

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u>	3/28 and 4/25 PIES
<u>Division Director</u>		<u>Council Sponsor</u>	CM Kinnear & CP Beggs
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		gbyrd@spokanecity.org	
<u>For the Mayor</u>			
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C36209

An ordinance establishing water conservation and drought response measures; enacting a new section 13.04.1925; and amending section 13.04.300 of the Spokane Municipal Code.

WHEREAS, In July of 2020, the City Council convened a working group of volunteer citizens called the Water Resource Collaboration Group (“WRCG”), which was tasked with reviewing the City’s Water Conservation Master Plan and proposing updates to the City Council, with the primary goal to enable greater community input on the City’s water conservation strategies and goals; and

WHEREAS, the WRCG created a Community Water Survey (which received over 500 responses), hosted three Virtual Water Workshops (1 per Council District), presented at Park Board and Community Assembly meetings, and interviewed water department staff from Flagstaff, AZ, which has climate and water characteristics similar to Spokane; and

WHEREAS, Spokane residents currently use 202 gallons per person per day, which is more water, per capita, than 97% of the rest of the country, and we can both reduce this water usage and avoid costly infrastructure upgrades by taking action now to decrease our outdoor water usage; and

WHEREAS, Spokane residents use 5-6 times more water during summer months than during other times of the year; and

WHEREAS, policy NE 2.1 in the Natural Environment chapter of the City’s Comprehensive Plan commits the City of Spokane to “[s]upporting a water conservation program that decreases household, commercial, industrial, and agricultural water use,” and counsels that “prudent use of water should be practiced until more is known about the capacity of the aquifer. Benchmark standards should be established to monitor water consumption and aquifer capacity. Further, water billing practices should be revised to encourage water conservation. Opportunities to recycle water in industrial coolant activities and the use of treated water for non-food irrigation purposes should be explored.”; and

WHEREAS, measures such as every-other-day watering restrictions and prohibitions on watering during the day can reduce outdoor water use and avoid millions of dollars in City infrastructure costs since we currently build our water delivery systems to keep up with peak summertime usage; and

WHEREAS, beyond cost savings, water conservation measures are needed to protect the Spokane Rathdrum Prairie Aquifer, which is hydrologically connected with the Spokane River, such that the use of one directly impacts the other; and

WHEREAS, when the City of Spokane pumps water from City wells, we are ultimately intercepting water from the Aquifer that would otherwise go to the Spokane River, and during our hot, dry summers, it is critically important for the health of our aquifer and our river to keep as much of that aquifer water within that Aquifer-River interchange; and

WHEREAS, the City's Parks Department has been continuously working to reduce water consumption at City facilities, including spending millions of dollars on automating sprinkler systems at City facilities, in an effort to implement policy N 6.4 (Maintenance of City Property) in the Neighborhoods chapter of the Spokane Comprehensive Plan, which commits the City to "[e]nsuring that city land, property, and infrastructure within neighborhoods are adequately maintained to protect the public health, safety, and welfare"; because "[p]roperly caring for city property protects the health, safety, and welfare of its citizens while improving aesthetic values and quality of life"; and

WHEREAS, small-scale uses of water for household gardens is important to help implement Priority Action HW 1.1, located in the Health and Wellness chapter of the City's Sustainability Action Plan, which commits the City to "[s]upport the Spokane Food Policy Council (SFPC) in studying, identifying and implementing sensible and achievable codes, policies, and requirements that eliminate barriers and reduce costs for urban farms and community gardens and expand local control of food grown, processed, and sold directly to consumers."

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new section 13.04.1925 of the Spokane Municipal Code to read as follows:

Section 13.04.1925 Water Conservation Measures

1. Level I:

- a. Every year between June 1 – October 1 the City of Spokane shall implement the following conservation measures:
 - i. A prohibition on watering outdoor vegetation during the hours of 9 am to 6 pm within a system to be determined by the water department to divide the city into zones such that each parcel may water outdoor vegetation on alternating days;
 - ii. A suggested limitation on watering outdoor vegetation for a maximum of 15 minutes per watering zone for a total of 2 hours outdoor watering on each parcel; and
 - iii. A suggested prohibition on the use of water for washing outdoor hardscape features, such as sidewalks, driveways, decks, and patios.

2. Level II:

- a. When the flow in the Spokane River, as measured at USGS monitoring location 12422500 (located at Lower Crossing), falls below 1,000 cfs between June 1 – October 1 the City shall implement the following conservation measures:
 - i. A prohibition on watering outdoor vegetation during the hours of 9 am to 6 pm;
 - ii. A limitation on watering outdoor vegetation on each parcel to two days per week;
 - iii. A limitation on watering outdoor vegetation for a maximum of 15 minutes per watering zone for a total of 2 hours outdoor watering on each parcel; and
 - iv. A prohibition on the use of water for washing outdoor hardscape features, such as sidewalks, driveways, decks, and patios.
3. Exemptions:
 - a. The Parks Department shall continue its efforts to upgrade park infrastructure as funding becomes available to comply with the above mandatory and voluntary measures. Until the Parks Director determines compliance is feasible, the department shall be exempt from these measures only when it is determined necessary to protect critical park assets.
 - b. Residents shall be granted reasonable exemptions from these measures when watering community/personal vegetable gardens, trees both in the public right of way and on private property, and/or for newly-planted landscape.
4. Violations of the requirements of this section shall result in imposition of the surcharges stated in SMC 13.04.300(D).

Section 2. That Section 13.04.300 of the Spokane Municipal Code is amended to read as follows:

Section 13.04.300 ((Penalty))Penalties and Surcharges

- A. Except as otherwise specified in this section, ((Any)) any person or organization violating any of the provisions of this chapter, or the rules and regulations of the director, except for those violations designated infractions in SMC 1.05.190, commits a misdemeanor.
- B. Each day of a continuing violation shall constitute a new and separate violation unless otherwise specified.
- C. Surcharges

1. In addition to the foregoing, a surcharge of \$20.00 shall be assessed to the water bill for the account of record for a violation of any of the mandatory water conservation measures specified in SMC 13.04.1925.
2. Surcharges shall double for every repeat violation. Each succeeding surcharge may be twice the previous surcharge assessed for the previous violation.
3. The assessment of the surcharge may only occur after city staff has documented at least one educational contact with an organization or resident who is in violation of any of the mandatory water conservation measures specified in SMC 13.04.1925.
4. The assessment of the surcharge may be informally appealed, in writing, within fourteen (14) calendar days of the notice of the surcharge assessment. The written appeal shall be received by the City of Spokane Public Works & Utilities Department within said fourteen (14) day limit or the right to such appeal shall be permanently waived. Address all surcharge-related correspondence to:

Utility Billing
Spokane City Hall
808 W Spokane Falls Blvd
Spokane, WA 99201

- a. Assessment of surcharges shall not take effect until June 1, 2023, with an opportunity for city council to further defer implementation of surcharges if determined necessary.

D. In the event of any conflict between this section and the published rules and regulations issued by the Director, this section shall control.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Water Conservation

Updated: May 2022

Water conservation is an ongoing initiative of Parks & Recreation. Here, we overview our strategies, approach, and vision for the future.

Serving the Community

- Parks & Recreation provides areas for community members to gather, recreate, and celebrate
- We steward approximately 4,000 acres of land
- We benefit and serve *all* people with healthy, accessible green spaces
- Our golf courses are self-funded solely through golfing fees
- Even though we are the top City water consumer, total park system water use accounts for 3-4% of the overall water consumption across Spokane

Limitations, Efficiencies, and Perceptions

- Parks has some inefficient and/or antiquated irrigation systems; we've identified capital needs for upgrades
- Manual watering systems exist in several locations, and require daytime operation due to staff watering. According to the findings of an independent consultant, Mimir Water, Inc., despite daytime operation and the perception that this wastes water, most of our manually irrigated parks are efficiently watered. Replacing these manual systems would improve park level of service, improve the perception of water waste in parks, and reduce staff hours dedicated to watering, but would be costly to replace and yield little actual water savings.
- Every-other-day watering in a park may involve watering half a park one day, half the next.
- With high-dollar assets like golf courses and athletic fields, daily watering is required due to agronomic requirements and foot traffic / physical demand. Daily watering is required to maintain these assets, failure to water daily would likely result in loss or significant damage to this high value turf and result in significant loss of revenue and/or capital replacement costs. We have invested significant capital into high-efficiency irrigation systems on golf courses to increase irrigation efficiency, reduce consumption, and improve turf conditions; see table below.
- When events are held in parks, we adjust watering schedules to accommodate guests.

Recent Water Conservation Projects

Since 2019, Parks & Recreation has completed projects that save more than 60 million gallons annually.

Project	Approx. Gallons Saved/Year	Overview	Cost	Funding Partnerships
Manito Japanese Gardens Koi Pond renovation	21 million	85% savings with pond pump upgrades, new UV filters, new recirculating jets, and more	\$314,000	Utilities

Grand Blvd. irrigation upgrades & turf reduction	16 million	30% savings by replacing outdated manual system with automated high efficiency, converting 2 acres of turf to SpokaneScape	\$640,000	Utilities
Indian Canyon Golf Course	19 million	35% savings by replacing 1930's system with new technology	\$2.4M	Golfers via Facility Fee
Esmeralda Golf Course	8 million	10% savings by replacing 1950's system with new technology	\$2.6M	Golfers via Facility Fee
Downriver Golf Course	11.5 million	20% savings by replacing 1950's system with new technology	\$2.6M	Golfers via Facility Fee
Riverfront N. Bank Recirculating Splash Pad	~4 million	Installed recirculating splash pad instead of flow-through system		Riverfront Park Bond

Key Partnership with Public Works

- In 2021, Parks and Public Works entered a new 10-year partnership to conserve water
- Public Works will provide Parks with up to \$250,000 annually for water-savings projects that support the Water department's stewardship program

Ongoing & Future Projects

- Downriver golf course: Nearly complete, this new irrigation system is estimated to save 9 million gallons annually, or about 20%. Funding comes from \$2.5M from the Golf Facility Improvement Fee and \$409,000 from City Utilities.
- Cannon Hill Park Pond: According to a 2021 assessment of park irrigation systems and ponds, this pond is the most significant waste of water in the City Parks system. Renovating this pond to install a liner, recirculating filtration system and automatic filling system will reduce water use by between 20-40 million gallons annually for a cost of approximately \$1.4M (14-28 gal saved per dollar invested)
- Replacing older, less efficient irrigation systems
- Designating natural areas and turf reduction zones in low-use and steep incline areas
- Utilizing mulching practices to reduce evaporation
- Focusing on water-wise plants that require less water
- Supporting the goal of the Water Department's Stewardship program to encourage every other day watering strategies, including working with Water to schedule watering at Parks to reduce peak demand in various pressure zones
- Participating in Water's education activities reducing use and supporting conservation goals

Recommendation

- Parks and Recreation will complete its own water conservation and drought response plan to balance the public needs, water savings, and efficiency.
- This mirrors a draft recommendation out of our most recent Master Planning process.
- Timeline: Q4 2022

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

05/16/2022

Date Rec'd

5/4/2022

Clerk's File #

ORD C36210

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**MARY 6289
MURAMATSU**Project #****Contact E-Mail**

MMURAMATSU@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**AN ORDINANCE RELATING TO COMMERCIAL VEHICLES; AMENDING SMC
SECTION 16A.44.1**Agenda Wording**

An ordinance Clarifying the Penalty Section of Commercial Vehicle Enforcement and amending SMC section 16A.44.100.

Summary (Background)

Commercial Vehicle regulations are codified in the Code of Federal Regulations by the Federal Motor Carrier Safety Administration (FMCSA) and in Washington state law. While most of these violations are traffic infractions, it is a gross misdemeanor to drive without a commercial driver's license. Spokane's Municipal Code does not address the penalty for driving without a CDL and therefore that and other related violations cannot be enforced. This amendment corrects this problem.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

MEIDL, CRAIG

Study Session\Other

4/11 Public Safety

Division Director

MEIDL, CRAIG

Council SponsorBreean Beggs and Lori
Kinnear**Finance**

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

cmeidl@spokanepolice.org

For the Mayor

ORMSBY, MICHAEL

jbingham@spokanecity.org

Additional Approvals

mmuramatsu@spokanecity.org

Purchasing

bmoon@spokanepolice.org

nantush@spokanecity.org

ORDINANCE NO. C36210

An ordinance relating to commercial vehicles; amending SMC section 16A.44.100.

The City of Spokane does ordain:

Section 1. That SMC section 16A.44.100 is amended to read as follows:

16A.44.100 Commercial Motor Vehicle Regulations

- I. All drivers of commercial motor vehicles are subject to the provisions of Uniform Commercial Driver's License Act, Chapter 46.25 RCW and its penalties, as provided in RCW 46.25.170, all of which are hereby adopted and incorporated by reference, as if fully set forth herein including all future amendments, additions, or deletions.
- II. Concerning motor carriers used in intrastate or interstate commerce and operating within the City of Spokane, the following RCWs are hereby adopted by reference.

- A. 46.16A.455 – Trucks, buses, and for hire vehicles based on gross weight Rpt to FMCSA

1. LOGBOOK / MEDICAL CERTIFICATE

- 46.32.010 – Viol Fed Regs Logbook/Med Cert \$191

2. COMMERCIAL DRIVER'S LICENSE – Title 49 Subtitle B Chapter III Subchapter B CFR Part 383 - 387

- | | | |
|--|-------------------|-----------|
| a. 46.25.040.2.b – Operating a CMV with more than 1 driver license | CFR 383.21 | Rpt-FMCSA |
| b. 46.25.050 – No Valid Commercial Driver's License | CFR 383.23(a)(2) | \$1000 |
| c. 46.25.060.5.c – Operating on Learner's Permit without CDL Driver | CFR 383.23(c)(1) | Rpt-FMCSA |
| d. 46.25.052 – Violating Conditions of Commercial Learner's Permit | CFR 383.23 | Rpt-FMCSA |
| e. 46.25.050.2 – Driving While CDL Suspended/Revoked/Disqualified | CFR 383.51(a)(1) | \$1000 |
| f. 46.25.020.2 – Employer Allowing Disqualified Driver to Drive | CFR 383.51(a)2) | Rpt-FMCSA |
| g. 46.25.080.2 – Operating a CMV with improper CDL Class | CFR 383.91(a) | Rpt-FMCSA |
| h. 46.25.080.2 – No Double or Triple Trailer Endorsement on CDL | CFR 383.93(b)(1) | Rpt-FMCSA |
| i. 46.25.080.2 – No Passenger Vehicle Endorsement on CDL | CFR 383.93(b)(2) | Rpt-FMCSA |
| j. 46.25.080.2 – No Tank Vehicle Endorsement on CDL | CFR 383.93(b)(3) | Rpt-FMCSA |
| k. 46.25.080.2 – No Hazardous Materials Endorsement on CDL | CFR 383.93(b)(4) | Rpt-FMCSA |
| l. 46.25.080.2 – Violation of Air Brake Restrictions | CFR 383.95(a) | Rpt-FMCSA |
| m. 46.32.010.1 – Failure to Register with FMCSA to Obtain a USDOT Number | CFR 385.301(a) | \$136 |
| n. 46.30.020 – No Evidence of Public Liability/Property Damage Insurance | CFR 387.301(a) | \$550 |
| o. 46.16.260 – No Copy of Certificate of Registration | CFR 387.303(b)(4) | Rpt-FMCSA |

3. INSURANCE – Title 49 Subtitle B Chapter III Subchapter B CFR Part 387

- | | | |
|--|-------------------|-----------|
| a. 46.30.020 – No Evidence of Public Liability/Property Damage Insur | CFR 387.301(a) | \$550 |
| b. 46.16.260 – No Copy of Certificate of Registration | CFR 387.303(b)(4) | Rpt-FMCSA |

4. GENERAL REQUIREMENTS – Title 49 Subtitle B Chapter III Subchapter B CFR Part 390

- | | | |
|---|---------------|--------|
| a. 46.32.010 – No Periodic (Annual) Inspection | CFR 396.17(c) | \$191 |
| b. 46.32.010.1 – Motor Carrier Identification Report (USDOT Required) | CFR 390.19 | \$136 |
| c. 46.32.010 – Commercial Motor Vehicle Not Marked as Required | CFR 390.21 | \$191 |
| d. 46.32.010.1 – Marking of Commercial Motor Vehicles (Interstate) | CFR 390.21 | \$136 |
| e. 81.80.305 – Marking of Commercial Motor Vehicles (Intrastate) | CFR 390.21 | \$1000 |
| f. 46.37.360 – Brake Connections with Air Leaks | CFR 390.45(d) | \$136 |

5. DRIVER VIOLATIONS – Title 49 Subtitle B Chapter III Subchapter B CFR Part 391

- | | | |
|--|------------------|-----------|
| a. 46.25.055 – Using a Driver UNDER 21 Years of Age | CFR 391.11(b)(1) | \$550 |
| b. 46.25.055 – Unable to Understand Road Sig/Signals | | |
| c. 46.25.040 – Using a Physically Unqualified Driver | CFR 391.11(b)(4) | Rpt-FMCSA |
| d. 46.25.040 – Using a Driver with No or Invalid Driver License | CFR 391.11(b)7) | Rpt-FMCSA |
| e. 46.25.040(2)(a) – Requiring/Allowing a Driver to Drive while Disqualified/
Suspended/Revoked, or Cancelled | CFR 391.15 | Rpt-FMCSA |
| f. 46.25.057 – No Medical Certificate in Driver's Possession | CFR 391.41(a) | \$550 |
| g. 46.25.057 – Expired Medical Examiner Certification | CFR 391.45(b) | \$550 |
| h. 46.25.057 – No Valid Medical Waiver in Driver's Possession | CFR 391.49(j) | \$550 |

6. DRIVING OF COMMERCIAL VEHICLES – Title 49 Subtitle B Chapter III Subchapter B CFR Part 392

- | | | |
|--|-------------|-----------|
| a. 46.44.010 – Operating Over Legal Width | CFR 392.2 | \$156 |
| b. 46.44.020 – Operating Over Legal Height | CFR 392.2 | \$156 |
| c. 46.44.030 – Operating Over Legal Length | CFR 392.2 | \$156 |
| d. 46.44.041 – Operating Over Legal Weight | CFR 392.2W | \$197 |
| e. 46.61.130 – Lane Restriction Violation | CFR 392.2 | \$136 |
| f. 46.61.590 – Unlawful Parking an/or Leaving Vehicle in the Roadway | CFR 392.2 | \$136 |
| g. 46.37.230 – Headlamps – Failing to Dim When Required | CFR 392.2 | \$136 |
| h. WAC 308-77-025 – State or International Fuel Tax (FTA) Violation | CFR 392.2 | Rpt-FMCSA |
| i. 46.61.050 – Failure to Obey Traffic Control Device | CFR 392.2C | \$136 |
| j. 46.61.145 – Following Too Close | CFR 392.2FC | \$136 |
| k. 46.61.140 – Improper Lane Change | CFR 392.2LC | \$136 |

l. 46.61.130 – Improper Passing	CFR 392.2P	\$136
m. 46.61.500 – Reckless Driving	CFR 392.2R	\$1000
n. 46.61.400 – Speeding (subsection specified)	CFR 392.2S	As per RCW
o. 46.61.290 – Improper Turns	CFR 392.2T	\$136
p. 46.61.180 – Failure to Yield Right of Way	CFR 392.2Y	\$136
q. 46.32.010 – Operating a CMV While Ill or Fatigued	CFR 392.3	\$191
r. 46.61.502 – Driving Under the Influence of Drugs	CFR 392.4(a)	\$1000
s. 46.61.502 – Driver on Duty and Under the Influence of Alcohol	CFR 392.5(a)	\$1000
t. 46.25.110 – Driving with Alcohol in System	CFR 392.5(a)	\$1000
u. 46.25.110 – Possession of Alcohol (Other than Part of Load)	CFR 392.5(c)	\$1000
v. 46.25.090 – Operating CMV in Violation of OOS Order	CFR 392.5(c)(2)	Rpt-FMCSA
w. 46.32.010 – Unauthorized Passenger on Board CMV	CFR 392.6	\$191
x. 46.32.010 – Driver Failing to Conduct Pre-Trip Inspection	CFR 392.7	\$191
y. 46.37.450 – Failure to Inspect/Use Emergency Equipment	CFR 392.8	\$136
z. 46.32.010 – No or Operating Outside Operating Authority	CFR 392.9(a)	\$191
aa. 46.37.490 – Failure to Secure Cargo	CFR 392.9(a)(1)	\$136
bb. 46.37.490 – Failure to Secure Vehicle Equipment	CFR 392.9(a)(2)	\$136
cc. 46.61.615 – Driver's View and/or Movement is Obstructed	CFR 392.9(a)(3)	\$136
dd. 46.32.010 – Operating Without USDOT Registration/Number	CFR 392.9(b)	\$191
ee. 46.61.350.1 – Failure to Stop at Railroad Crossing – Bus	CFR 392.10(a)(2)	\$136
ff. 46.61.350.1 – Failure to Stop at Railroad Crossing – Chlorine Gas	CFR 392.10(a)(3)	\$136
gg. 46.61.350.1 – Failure to Stop at Railroad Crossing – Placarded	CFR 392.10(a)(4)	\$136
hh. 46.61.350.1 – Failure to Stop at Railroad Crossing – HM	CFR 392.10(a)(4)	\$136
ii. 46.32.010 – Failed to Use Caution for Hazardous Condition	CFR 392.14	\$191
jj. 46.61.668 – Failure to Use Seatbelt While Operating CMV	CFR 392.16	\$136
kk. 46.37.450 – Failure to Use Hazard Warning Flashers	CFR 392.22(a)	\$136
ll. 46.37.450 – Failure to Place or Improper Placement of Warning Devices	CFR 392.22(b)	\$136
mm. 46.37.120 – Operating CMV with Lamps/Reflectors Obscured	CFR 392.33	\$136
nn. 46.32.010 – Fueling a CMV with the Engine Running	CFR 392.50	\$191
oo. 46.32.010 – Unauthorized Passenger on Board CMV	CFR 392.60	\$191
pp. 46.61.375 – Unsafe Bus Operation	CFR 392.62	\$136
qq. 46.61.375 – Pushing/Towing a Loaded Bus	CFR 392.63	\$136
rr. 46.32.010 – Using or Equipping a CMV with Radar Detector	CFR 392.71(a)	\$191
ss. 46.61.672.1 Personal Electronic Device While Driving		\$136
tt. 46.61.672.4 Personal Electronic Device While Driving – 2 nd		\$234

7. HOURS OF SERVICE - Title 49 Subtitle B Chapter III Subchapter B CFR Part 395

a. 46.32.020 – Violation of 16 Hour Rule – Property	Possible OOSV	CFR 395.3(o)	\$191
b. 46.32.020 – Violation of 10 Hour Rule – Property	Possible OOSV	CFR 395.3(a)(1)	\$191

c.	46.32.020 – Violation of 14 Hour Rule – Property	Possible OOSV	CFR 395.3(a)(2)	\$191
d.	46.32.020 – Violation of 60/70 Hour Rule – Property	Possible OOSV	CFR 395.3(b)	\$191
e.	46.32.020 – Violation of 34 Hour Restart	Possible OOSV	CFR 395.5(c)	\$191
f.	46.32.020 – Violation of 60/70 Hour Rule – Passenger	Possible OOSV	CFR 395.5(b)	\$191
g.	46.32.020 – Violation of 10 Hour Rule – Passenger	Possible OOSV	CFR 395.5(a)(1)	\$191
h.	46.32.020 – Violation of 15 Hour Rule – Passenger	Possible OOSV	CFR 395.5(a)(2)	\$191
i.	46.32.020 – False Report of Driver's Record of Duty Status		CFR 395.8(a)	\$191
j.	46.32.020 – No Driver's Record of Duty Status		CFR 395.8(a)	\$191
k.	46.32.020 – Driver's Record of Duty Status Not Current		CFR 395.8(f)(1)	\$191
l.	46.32.020 – No Previous 7 days Records of Duty Status		CFR 395.8(k)(2)	\$191
m.	46.32.020 – Violation of HOS out-of-service order for HOS		CFR 395.13(d)	\$191
n.	46.32.020 – On-Board Recording Device Failure		CFR 395.15(f)	\$191
o.	46.32.020 – On-Board Recording Device Info Not Available		CFR 395.15(g)	\$191

8. EQUIPMENT VIOLATIONS – Title 49 Subtitle B Chapter III Subchapter B CFR Part 393

a. Brakes

1)	46.37.340 – No or defective parking brake system on CMV	CFR 393.41	\$136
2)	46.37.340 – No Brakes as Required	CFR 393.42	\$136
3)	46.37.340 – All Wheels not Equipped with Brakes	CFR 393.42(a)	\$136
4)	46.37.351 – No or Improper breakaway or emergency braking	CFR 393.43	\$136
5)	46.37.351 – No or improper tractor protection valve	CFR 393.43(a)	\$136
6)	46.37.351 – No or defective automatic trailer brake	CFR 393.43(d)	\$136
7)	46.37.351 – Airlines Rubbing on Deck	CFR 393.45(b)	\$136
8)	46.37.360 – Brake Hose or Tubing Chafing and/or Kinking	CFR 393.45(b)(2)	\$136
9)	46.37.360 – Brake Hose or Tubing Contacting Exhaust System	CFR 393.45(b)(3)	\$136
10)	46.37.351 – Defective/Mismatched Brake Chambers	CFR 393.47(b)	\$136
11)	46.37.351 – Defective/Mismatched Slack Adjuster	CFR 393.47(c)	\$136
12)	46.37.351 – Defective/Insufficient Brake Linings	CFR 393.47(d)	\$136
13)	46.37.351 – Clamp or Roto-Type Brake(s) Out of Adjustment	CFR 393.47(e)	\$136
14)	46.37.351 – Wedge type brake(s) out of adjustment	CFR 393.47(f)	\$136
15)	46.37.351 – Insufficient Brake Drum	CFR 393.47(g)	\$136
16)	46.37.351 – Inoperative Brakes	CFR 393.48(a)	\$136
17)	46.37.351 – Brakes – Missing or Broken Components	CFR 383.48(a)	\$136
18)	46.37.351 – Inadequate Air/Vacuum	CFR 393.50	\$136
19)	46.37.351 – Defective/Inoperative Low Air Warning Device	CFR 393.51	\$136
20)	46.37.351 – No Automatic Brake Adjuster	CFR 393.53	\$136
21)	46.37.360 – No ABS as required on CMV w/Air Brakes – 02/98	CFR 393.55(c)	\$136
22)	46.37.351 – No or Defective ABS Indicator on Trailer	CFR 393.55(d)(3)	\$136

23) 46.37.360 – No ABS as required on CMV w/Hydraulic Brakes – 1999	CFR 393.55(a)	\$136
24) 46.37.360 – ABS Indicator Malfunction	CFR 393.55(d)	\$136
25) 46.37.351 – BRAKES OUT OF SERVICE – 20% of Defective	CFR 396.3(a)(1)	\$136
26) 46.37.351 – General Brake Violations	CFR 396.3(a)(1)B	\$136
27) 46.37.351 – Brakes Out of Adjustment	CFR 396.3(a)(1)BA	\$136
28) 46.37.351 – Compressor Violation	CFR 396.3(a)(1)BC	\$136
29) 46.37.351 – Brake Drum Violations	CFR 396.3(a)(1)BD	\$136
30) 46.37.351 – Brake Reserve System Pressure Loss	CFR 396.3(a)(1)BL	\$136

b. Coupling Devices

1) 46.32.010.1 – Fifth Wheel Violations	CFR 393.70	\$136
2) 46.32.010.1 – Defective Coupling Device	CFR 393.70(a)	\$136
3) 46.32.010.1 – Defective Fifth Wheel Locking Mechanism	CFR 393.70(b)(2)	\$136
4) 46.32.010.1 – Defective/Improper Fifth Wheel Assembly	CFR 393.70(b)	\$136
5) 46.32.010.1 – Defective Coupling Devices for Full Trailer	CFR 393.70(c)	\$136
6) 46.37.495 – No/Improper Safety Chains or Cables	CFR 393.70(d)	\$550
7) 46.37.495 – Improper Safety Chain Attachment	CFR 393.70(d)(8)	\$550
8) 46.32.010.1 – Improper Coupling Driveaway/Towaway Operation	CFR 393.71	\$136
9) 46.32.010.1 – Improper Weight Distribution Driveway/Towaway	CFR 393.71(b)(3)	\$136
10) 46.32.010.1 – Prohibited Towing Connection/Device	CFR 393.71(g)	\$136
11) 46.32.010.1 – Towbar Requirement Violations	CFR 393.71(h)	\$136
12) 46.37.495 – No or Improper Safety Chains for Towbar	CFR 393.71(h)(10)	\$550

c. Emergency Equipment

1) 46.32.010.1 – No/Discharged/Unsecured Fire Extinguisher	CFR 393.95(a)	\$136
2) 46.32.010.1 – Failure to Equip Hazardous Material Vehicle with A Fire Extinguisher With a Minimum UL Rating of 10 B:C	CFR 393.95(a)(1)	\$136
3) 46.32.010.1 – No spare fuses as required	CFR 393.95(b)	\$136
4) 46.32.010.1 – No/Insufficient Warning devices	CFR 393.95(f)	\$136
5) 46.32.010.1 – HM Restricted Emergency Warning Device	CFR 393.95(g)	\$136

d. Exhaust

1) 46.32.010.1 – Exhaust System Location	CFR 393.83(a)	\$136
2) 46.32.010.1 – Exhaust Discharge Fuel Tank/Filler Tube	CFR 393.83(b)	\$136
3) 46.32.010.1 – Improper Exhaust-Bus (gasoline)	CFR 393.83(c)	\$136
4) 46.32.010.1 – Improper Exhaust-Bus (diesel)	CFR 393.83(d)	\$136
5) 46.32.010.1 – Improper Exhaust Discharge (Not Rear of Cab)	CFR 393.83(e)	\$136

6)	46.32.010.1 – Improper Exhaust System Repair (Patch/Wrap)	CFR 393.83(f)	\$136
7)	46.32.010.1 – Exhaust Leak Under Truck Cab and/or sleeper	CFR 393.83(g)	\$136
8)	46.32.010.1 – Exhaust System Not Securely Fastened	CFR 393.83(h)	\$136
e. Frame Violations			
1)	WAC 204.10.022.8 – Frame Cracked/Loose/Sagging/Broken	CFR 393.201(a)	Rpt-FMCSA
2)	46.32.010.1 – Bolts Securing Cab Broken/Loose/Missing	CFR 393.201(b)	\$136
3)	46.32.010.1 – Frame Rail Flange Improperly Bent/Cut/Notched	CFR 393.201(c)	\$136
4)	46.32.010.1 – Frame Accessories Improperly Attached	CFR 393.201(d)	\$136
5)	46.32.010.1 – Prohibited Holes Drilled in Frame Rail Flange	CFR 393.201(e)	\$136
6)	46.32.010.1 – Cab/Body Improperly Secured to Frame	CFR 393.203(b)	\$136
7)	46.32.010.1 – Cab Front Bumper Missing/Unsecured/Protrude	CFR 393.203(e)	\$136
f. Fuel System Violations			
1)	46.37.465 – Fuel System Requirement Violations	CFR 393.65	\$136
2)	46.37.465 – Improper Location of Fuel System	CFR 393.65(b)	\$136
3)	46.37.465 – Improper Securement of Fuel Tank	CFR 393.65(c)	\$136
4)	46.37.465 – No/Improper Fuel Line Protection	CFR 393.65(f)	\$136
5)	46.37.465 – Fuel Tank Requirement Violations	CFR 393.67	\$136
6)	46.37.465 – Fuel Tank Fill Cap Missing/Defective	CFR 393.67(c)(7)	\$136
7)	46.37.465 – Improper Fuel Tank Safety Vent	CFR 393.67(c)(8)	\$136
g. Lighting & Reflective Devices			
1)	47.37.090 – No/Defective Identification/Side Marker/ Clearance Lamps	CFR 393.9(a)	\$136
2)	47.37.090 – No/Inoperative License Plate Lamp	CFR 393.9(a)	\$136
3)	46.37.120 – Obscured Lamps or Reflection Devices	CFR 393.9(b)	\$136
4)	46.37.040 – Inoperable Head Lamps	CFR 393.9(h)	\$136
5)	46.37.050 – Inoperable Tail Lamps	CFR 393.9T	\$136
6)	46.37.070 – Inoperable Turn Signals	CFR 393.9TS	\$136
7)	46.37.140 – No or Inoperable Lamps on Projecting Load	CFR 393.11	\$136
8)	WAC 204-21-220 – No or Inoperable Trailer Tongue Lamps	CFR 393.1	Rpt-FMCSA
9)	46.32.010.1 – No Lower Rear Retro-Reflective Sheeting – Veh Aft 12/1993	CFR 393.11LR	\$136
10)	46.32.010.1 – No Retro-Reflective Sheeting – Vehicle Built after 12/93	CFR 393.11N	\$136
11)	46.32.010.1 – No Retro-Reflective Sheeting – Vehicle Built after 12/93	CFR 393.11N	\$136
12)	46.32.010.1 – No Retro-Reflective Sheeting – Trailers Built after 12/93	CFR 393.11RT	\$136
13)	46.32.010.1 – No Side Retro-Reflecting Sheeting – Vehicle Built after 12/93	CFR 393.11S	\$136

14) 46.32.010.1 – No Mud Flaps Retro-Reflective Sheeting – Tractors after 1993	CFR 393.11TL	\$136
15) 46.32.010.1 – No Retro-Reflective Sheeting – Tractor Built after 7/97	CFR 393.11TT	\$136
16) 46.32.010.1 – No Upper Corner Retro-Reflective Sheeting – Tractors after 97	CFR 393.11TU	\$136
17) 46.32.010.1 – No Upper Rear Retro-Reflective Sheeting – Veh after 7/97	CFR 393.11UR	\$136
18) 46.32.010.1 – Retro-Reflective Tape Not Affixed as Required	CFR 393.13(a)	\$136
19) 46.32.010.1 – No Retro-Reflective Sheeting – Trailers Built before 12/93	CFR 393.13(b)	\$136
20) 46.32.010.1 – No Side Retro-Reflective Sheeting as Required	CFR 393.13(c)(1)	\$136
21) 46.32.010.1 – No Lower Rear Retro-Reflective Sheeting as required	CFR 393.13(c)(2)	\$136
22) 46.32.010.1 – No Upper Rear Retro-Reflective Sheeting as required	CFR 393.13(c)(3)	\$136
23) 46.32.010.1 – Improper Side Placement of Retro-Reflective Sheeting	CFR 393.13(d)(1)	\$136
24) 46.32.010.1 – Improper Rear Placement of Retro-Reflective Sheeting	CFR 393.13(d)(2)	\$136
25) 46.32.010.1 – No/Defective Lamp/Reflector-Towaway Operation	CFR 393.17	\$136
26) 46.32.010.1 – No/Defective Lamps-Towing Unit-Towaway Operation	CFR 393.17(a)	\$136
27) 46.32.010.1 – No/Defective Towaway Lamps On rear Unit	CFR 393.17(b)	\$136
28) 46.37.215 – Inoperative/Defective Hazard Warning Lamps	CFR 393.19	\$136
29) 46.32.010.1 – Inoperative Clearance Lamps	CFR 393.20	\$136
30) 46.32.010.1 – Required Lamp Not Powered by Vehicle Electric	CFR 393.23	\$136
31) 46.37.040 – Inoperable High Beam Headlamps	CFR 393.24(a)	\$136
32) 46.37.210 – Non-Compliant Auxiliary / Driving / Fog Lamps	CFR 393.24(b)	\$136
33) 46.37.040 – Improper Headlamp Aiming	CFR 393.24(c)	\$136
34) 46.37.040 – Lamps Not Visible as Required	CFR 393.25(b)	\$136
35) 46.37.070 – Inoperative Stop/Brake Lamps	CFR 393.25(f)	\$136
36) 46.32.010.1 – Reflector Requirements	CFR 393.26	\$136

h. Load Securement

1) 46.37.490 – No or Improper Load Securement	CFR 393.100(a)	\$136
2) 46.37.490 – Leaking/Spilling/Blowing/Falling Cargo	CFR 393.100(b)	\$136
3) 46.37.490 – Failure to Prevent Cargo Shifting	CFR 393.100(c)	\$136
4) 46.37.490 – Improper Securement Systems (Tiedowns Assemblies)	CFR 393.102(a)	\$136
5) 46.37.490 – Insufficient Means to Prevent Forward Movement	CFR 393.102(a)(1)(i)	\$136
6) 46.37.490 – Insufficient Means to Prevent Rearward Movement	CFR 393.102(a)(1)(ii)	\$136
7) 46.37.490 – Insufficient Means to Prevent Lateral Movement	CFR 393.102(a)(1)(iii)	\$136
8) 46.37.490 – Insufficient Means to Prevent Vertical Movement	CFR 393.102(b)	\$136
9) 46.37.490 – Exceeding Working Load Limit for Tiedowns	CFR 393.102(c)	\$136
10) 46.37.490 – Inadequate/Damaged Securement Device	CFR 393.104(a)	\$136
11) 46.37.490 – Damaged Securement Tiedowns	CFR 393.104(b)	\$136
12) 46.37.490 – Damaged Vehicle Structures/Anchor Points	CFR 393.104.(c)	\$136
13) 46.37.490 – Damaged Dunnage, Chocks, Cradles, Shoring Bars Blocking and Bracing	CFR 393.104(d)	\$136

14) 46.37.490 – Knotted Tiedown	CFR 393.104(f)(1)	\$136
15) 46.37.490 – Use of Tiedown with Improper Repair	CFR 393.104(f)(2)	\$136
16) 46.37.490 – Loose or Unfastened Tiedown	CFR 393.104(f)(3)	\$136
17) 46.37.490 – No/Improper Front End Structure/Headerboard	CFR 393.106(a)	\$136
18) 46.37.490 – Cargo Not Immobilized or Secured	CFR 393.106(b)	\$136
19) 46.37.490 – Insufficient Aggregate Working Load Limit	CFR 393.106(d)	\$136
20) 46.37.490 – No Means to Prevent Cargo from Rolling	CFR 393.106(c)(1)	\$136
21) 46.37.490 – Cargo W/out Direct Contact Not Prevented from Shifting	CFR 393.106(c)(2)	\$136
22) 46.37.490 – Insufficient Aggregate Working Load Limit	CFR 393.106(d)	\$136
23) 46.37.490 – Failing to Meet Tiedown Requirements	CFR 393.110	\$136
24) 46.37.490 – Insufficient Tiedowns to Prevent Forward Movement Not Blocked by Headerboard, Cargo, Bulkhead or other Cargo	CFR 393.110(b)	\$136
25) 46.37.490 – Insufficient Tiedowns for an Article Blocked with a Headerboard, Bulkhead or other Cargo	CFR 393.110(c)	\$136
26) 46.37.490 – Large/Odd-shaped Cargo Not Adequately Secured	CFR 393.110(d)	\$136
27) 46.37.490 – Tiedown Not Adjustable by Driver	CFR 393.112	\$136
28) 46.37.490 – No or Improper Front End Structure	CFR 393.114	\$136
29) 46.37.490 – Insufficient Height for Front End Structure	CFR 393.114(b)(1)	\$136
30) 46.37.490 – Insufficient Width for Front End Structure	CFR 393.114(b)(2)	\$136
31) 46.37.490 – Front End Structure Insufficient to Prevent Cargo to Pass	CFR 393.114(d)	\$136
32) 46.37.490 – No or Improper Securement of Logs	CFR 393.116	\$136
33) 46.37.490 – Shortwood Log Extends More Than 1/3 of Logs Total Length Beyond Supporting Structure	CFR 393.116(d)(1)	\$136
34) 46.37.490 – Insufficient Tiedowns for Shortwood Loaded Crosswise	CFR 393.116(d)(2)	\$136
35) 46.37.490 – Tiedowns Improperly Positioned On Load of Shortwood	CFR 393.116(d)(3)	\$136
36) 46.37.490 – No Center Stakes and/or High Log Not Secured on Shortwood Vehicles more than 10m (33 ft) long	CFR 393.116(d)(4)	\$136
37) 46.37.490 – Improper Securement of Shortwood Logs Loaded Lengthwise	CFR 393.116(e)	\$136
38) 46.37.490 – No/Improper Lumber/Building Materials Securement	CFR 393.118	\$136
39) 46.37.490 – Improper Placement of Bundles	CFR 393.118(b)	\$136
40) 46.37.490 – Insufficient Protection Against Lateral Movement of Lumber or Building Materials	CFR 393.118(d)	\$136
41) 46.37.490 – Insufficient or Improper Arrangement of Tiedowns For Lumber or Building Materials	CFR 393.118(d)(3)	\$136
42) 46.37.490 – No or Improper Securement of Metal Coils	CFR 393.120	\$136
43) 46.37.490 – Improper Securement of Metal Coils Transported Vertically	CFR 393.120(b)(1)	\$136
44) 46.37.490 – Improper Securement of Metal Coils Transported in Rows with the Eyes Vertical	CFR 393.120(b)(2)	\$136
45) 46.37.490 – Improper Securement of Metal Coils Transported with		

Eyes Crosswise	CFR 393.120(c)(1)	\$136
46) 46.37.490 – Prohibited Load Securement – Crossing Tie-downs In a X Pattern Through the Eye of a Metal Coil Transported Crosswise	CFR 393.120(c)(2)	\$136
47) 46.37.490 – Improper Securement of Metal Coil Transported with Eye Lengthwise	CFR 393.120(d)(1)	\$136
48) 46.37.490 – Improper Securement of Metal Coils Transported in Rows, Eyes Lengthwise to the Vehicle	CFR 393.120(d)(4)	\$136
49) 46.37.490 – No Protection Against Shifting or Tipping of Metal Coils Transported in Sided Vehicle or Intermodal Container Without Anchor Points	CFR 393.120(e)	\$136
50) 46.37.490 – No/Improper Securement of Paper Rolls	CFR 393.122	\$136
51) 46.37.490 – Improper Securement of Paper Rolls Transported With Eyes Vertical in a Sided Vehicle	CFR 393.122(b)	\$136
52) 46.37.490 – Improper Securement of Split Loads of Paper Rolls Transported with the Eyes Vertical in a Sided Vehicle	CFR 393.122(c)	\$136
53) 46.37.490 – Improper Securement of Stacked Loads of Paper Rolls Transported with the Eyes Vertical in a Sided Vehicle	CFR 393.122(d)	\$136
54) 46.37.490 – Improper Securement of Paper Rolls Transported With the Eyes Crosswise In a Sided Vehicle	CFR 393.122(e)	\$136
55) 46.37.490 – Securement of stacked loads of Paper Rolls Transported with Eyes Crosswise in a Sided Vehicle	CFR 393.122(f)	\$136
56) 46.37.490 – Securement of Paper Rolls Transported With Eyes Lengthwise in a Sided Vehicle	CFR 393.122(g)	\$136
57) 46.37.490 – Securement of Stacked Loads of Paper Rolls Transported with the Eyes Lengthwise in a Other than Container Chassis Vehicle	CFR 393.122(h)	\$136
58) 46.37.490 – Securement of paper Rolls Transported on a Flatbed Vehicle or in a Curtain-Sided Vehicle	CFR 393.122(i)	\$136
59) 46.37.490 – No or Improper Securement of Concrete Pipe	CFR 393.124	\$136
60) 46.37.490 – Insufficient Working Load Limits for Tiedowns on a Group of Concrete Pipes	CFR 393.124(b)	\$136
61) 46.37.490 – Improper Blocking of Concrete Pipe	CFR 393.124(c)	\$136
62) 46.37.490 – Improper Arrangement of Concrete Pipe	CFR 393.124(d)	\$136
63) 46.37.490 – Improper Securement of Concrete Pipe with an Inside		

	Diameter up to 45 inches (1143 mm)	CFR 393.124(e)	\$136
64)	46.37.490 – Improper Securement of Concrete Pipe with an Inside Diameter Greater than 45 inches	CFR 393.124(f)	\$136
65)	46.37.490 – Failure to Ensure Intermodal Container Securement	CFR 393.126	\$136
66)	46.37.490 – Damaged or Missing Tiedown or Securement device for Intermodal Containers Transported on Container Chassis Vehicle	CFR 393.126(b)	\$136
67)	46.37.490 – Lower Corners of Loaded Intermodal Container Not Resting on Surface of Transporting Vehicle (Non Container Chassis)	CFR 393.126(c)(1)	\$136
68)	46.37.490 – All Corners of Loaded Intermodal Container Not Secured When Transported on Vehicle other than Container Chassis Vehicle	CFR 393.126(c)(2)	\$136
69)	46.37.490 – Front and Rear of Loaded Intermodal Container Not Secured Independently When Transported On Vehicle Other Than Chassis Vehicle	CFR 393.126(c)(3)	\$136
70)	46.37.490 – Empty Intermodal Container Not Properly Positioned When Transported on Vehicle Other than Container Chassis Vehicle	CFR 393.126(d)(1)	\$136
71)	46.37.490 – Empty Intermodal Container With More Than 5 ft Overhang When Transported on Vehicle Other than Container Chassis Vehicle	CFR 393.126(d)(2)	\$136
72)	46.37.490 – Empty Intermodal Container Not Properly Secured to Prevent Shifting When Transported on Vehicle Sided Vehicle	CFR 393.126(d)(4)	\$136
73)	46.37.490 – No/Improper Securement of Vehicles	CFR 393.128	\$136
74)	46.37.490 – Vehicle Not Secured, Front and Rear	CFR 393.128(b)(1)	\$136
75)	46.37.490 – Tiedown(s) Not Affixed to Mounting Points	CFR 393.128(b)(2)	\$136
76)	46.37.490 – Tiedown(s) Not Over/Around Wheels	CFR 393.1218(b)(3)	\$136
77)	46.37.490 – No/Improper Heavy Vehicle/Machine Securement	CFR 393.130	\$136
78)	46.37.490 – Item Not Properly Prepared for Transport	CFR 393.130(b)	\$136
79)	46.37.490 – Improper Restraint/Securement of Item	CFR 393.130(c)	\$136
80)	46.37.490 – No/Improper Securement of Crushed Vehicles	CFR 393.132	\$136
81)	46.37.490 – Prohibited Use of Synthetic Webbing	CFR 393.132(b)	\$136
82)	46.37.490 – Insufficient Tiedowns Per Stack Cars	CFR 393.132(c)	\$136
83)	46.37.490 – Insufficient Means to Retain Loose Parts	CFR 393.132(c)(5)	\$136
84)	46.37.490 – No/Improper Securement of Roll/Hook Container	CFR 393.134	\$136
85)	46.37.490 – No Blocking Against Forward Movement	CFR 393.134(b)(1)	\$136
86)	46.37.490 – Container Not Secured to Front of Vehicle	CFR 393.134(b)(2)	\$136
87)	46.37.490 – Rear of Container Not Properly Secured	CFR 393.134(b)(3)	\$136

88) 46.37.490 – No/Improper Securement of Large Boulders	CFR 393.136	\$136
89) 46.37.490 – Improper Placement/Positioning for Boulder	CFR 393.136(b)	\$136
90) 46.37.490 – Use of Synthetic Webbing to Secure Boulder	CFR 393.136(c)(1)	\$136
91) 46.37.490 – Improper Secure: Cubic Boulder	CFR 393.136(d)	\$136
92) 46.37.490 – Improper Secure: Non-Cubic Boulder with Base	CFR 393.136(e)	\$136
93) 46.37.490 – Improper Secure: Non-Cubic Boulder Without Base	CFR 393.136(f)	\$136
 i. Marking Requirements		
1) 46.32.010.1 – Motor Carrier Identification Report (USDOT Required)	CFR 390.19	\$136
2) 46.32.010.1 – Marking of Commercial Motor Vehicles (Interstate)	CFR 390.21	\$136
3) 81.80.305 – Marking of Commercial Motor Vehicles (Intrastate)	CFR 390.21	\$1000
4) 46.32.080 – Department of Trans Number Violation		\$136
5) 46.32.080(4)(c) – Commercial Vehicle Not Marked as Prescribed.		\$136
 j. Miscellaneous CMV Equipment Violations		
1) 46.32.010.1 – Improper Battery Installation - No Cover	CFR 393.30	\$136
2) 46.37.380 – No or Inoperative Horn	CFR 393.81	\$136
3) 46.37.400 – No or Defective Mirrors	CFR 393.80	\$136
4) 46.37.500 – No Covers / Flaps or Splash Aprons		\$136
 k. Steering Violations		
1) 46.37.375 – Steering Wheel Not Secure/Broken	CFR 393.209(a)	\$136
2) 46.37.375 – Excessive Steering Wheel Lash	CFR 393.209(b)	\$136
3) 46.37.375 – Loose Steering Column	CFR 393.209(c)	\$136
4) 46.37.375 – Steering System Components Worn/Welded/Missing	CFR 393.209(d)	\$136
5) 46.37.375 – Power Steering Violations	CFR 393.209(e)	\$136
 l. Suspension Violations		
1) 46.37.369 – Axle Positioning Parts Defective/Missing	CFR 393.207(a)	\$136
2) 46.37.369 – Adjustable Axle Locking Pins Missing or Not Engaged	CFR 393.207(b)	\$136
3) 46.37.369 – Leaf Spring Assembly Defective/Missing	CFR 393.207(c)	\$136
4) 46.37.369 – Coil Spring Cracked and/or Broken	CFR 393.207(d)	\$136
5) 46.37.369 – Torsion Bar Cracked and/or Broken	CFR 393.207(e)	\$136
6) 46.37.369 – Air Suspension Pressure Loss	CFR 393.207(f)	\$136
7) 46.37.369 – No/Defective Air Suspension Exhaust Control	CFR 393.207(g)	\$136

m. Tire Violations

1) 46.37.425 – Flat Tire or Fabric Exposed	CFR 393.75(a)	\$136
2) 46.37.425 – Tire-Ply or Belt Material Exposed	CFR 393.75(a)(1)	\$136
3) 46.37.425 – Tire-Tread and/or Sidewall Separation	CFR 393.75(a)(2)	\$136
4) 46.37.425 – Tire-Flat and/or Audible Air Leak	CFR 393.75(a)(3)	\$136
5) 46.37.425 – Tire-Cut Exposing Ply and/or Belt Material	CFR 393.75(a)(4)	\$136
6) 46.37.425 – Steer Axle Tire Less Than 4/32" Tread Depth	CFR 393.75(b)	\$136
7) 46.37.425 – Steer Axle Tire Less Than 2/32" Tread Depth	CFR 393.75(c)	\$136
8) 46.37.425 – regrooved or Recapped Tire on Bus Steer Axle	CFR 393.75(d)	\$136
9) 46.37.425 – regrooved or Recapped Tire on Truck/Tractor Steer Axle	CFR 393.75(e)	\$136
10) 46.37.425 – Tire Load Weight Rating Violation/Under Inflated	CFR 393.75(f)	\$136
11) 46.37.425 – Under-Inflated Tire	CFR 393.75(h)	\$136
12) 46.37.425 – All Other General Tire Violations	CFR 396.3(a)(1)	\$136

n. Wheel Violations

1) 46.37.369 – Wheel/Rim Cracked or Broken	CFR 393.205(a)	\$136
2) 46.37.369 – Stud/Bolt Holes Elongated on Wheels	CFR 393.205(b)	\$136
3) 46.37.369 – Wheel Fasteners Loose and/or Missing	CFR 393.205(c)	\$136

o. Windshield

1) 46.32.010.1 – Each Bus and Truck Shall Be Equipped With a Windshield	CFR 393.60(b)	\$136
2) 46.32.010.1 – Damaged or Discolored Windshield	CFR 393.60(c)	\$136
3) 46.32.010.1 – Glazing Permits <70% of Light	CFR 393.60(d)	\$136
4) 46.32.010.1 – Windshield Wipers Inoperative/Defective	CFR 393.78	\$136
5) 46.32.010.1 – No Required Windshield Washer Fluid	CFR 393.78	\$136
6) 46.32.010.1 – Defroster/Defogger Inoperative	CFR 393.79	\$136

9. HAZARDOUS MATERIAL VIOLATIONS - 49 C.F.R. Parts 100 through 199

a. Cargo Tanks

1) 46.48.175 – Metal Certification Plate	CFR 178.340(1)(b)	\$500
2) 46.48.175 – Appurtenances	CFR 178.340(8)(a)	\$500
3) 46.48.175 – Rear End Protection	CFR 178.340(8)(b)	\$500
4) 46.48.175 – Overturn Protection	CFR 178.340(8)(c)	\$500
5) 46.48.175 – Shear Section	CFR 178.340(8)(d)(1)	\$500

- | | | |
|---|-----------------------|-------|
| 6) 46.48.175 – Piping Protection | CFR 178. 340(8)(d)(1) | \$500 |
| 7) 46.48.175 – Discharge Outlets Not Capped | CFR 178. 340(8)(d)(1) | \$500 |

b. Labeling

- | | | |
|---|-------------------|-------|
| 1) 46.48.175 – No Label on Package | CFR 172.400(a) | \$500 |
| 2) 46.48.175 – Placarding Violations | CFR 172.401 | \$500 |
| 3) 46.48.175 – Subsidiary Hazard labeling | CFR 172.402(a) | \$500 |
| 4) 46.48.175 – RAM Labeling Requirement | CFR 172.403(a) | \$500 |
| 5) 46.48.175 – Mixed Label Placement | CFR 172.404(a) | \$500 |
| 6) 46.48.175 – Placement Requirement | CFR 172.406(a)(1) | \$500 |
| 7) 46.48.175 – Multiple Label Placement | CFR 172.406(c) | \$500 |

c. Marking

- | | | |
|--|-------------------|-------|
| 1) 46.48.175 – No Shipping Name | CFR 172.203(d)(2) | \$500 |
| 2) 46.48.175 – Marking Obscured | CFR 172.304(a)(3) | \$500 |
| 3) 46.48.175 – Unauthorized Abbreviations | CFR 172.308(a) | \$500 |
| 4) 46.48.175 – No/Missing Package Orientation | CFR 172.312(a)(2) | \$500 |
| 5) 46.48.175 – Hazardous Substance | CFR 172.324 | \$500 |
| 6) 46.48.175 – Portable Tank: No Shipping Name | CFR 172.326(a) | \$500 |
| 7) 46.48.175 – Portable Tank: No Identification Number | CFR 172.326(a) | \$500 |
| 8) 46.48.175 – Portable Tank: No Owner's Name | CFR 172:326(b) | \$500 |
| 9) 46.48.175 – Cargo Tank: No Shipping Name/ID Number | CFR 172.328(a) | \$500 |
| 10) 46.48.175 – QT/NQT Marking | CFR 172.328(c) | \$500 |
| 11) 46.48.175 – Bulk Packaging: No ID Number | CFR 172.331 | \$500 |
| 12) 46.48.175 – ID Number Marking for (b) Panel (c) Placards | CFR 172.332 | \$500 |

d. MC 306

- | | | |
|---------------------------------|----------------------|-------|
| 1) 46.48.175 – Improper Manhole | CFR 178.341(3)(a) | \$500 |
| 2) 46.48.175 – Internal Valve | CFR 178.341(5)(a) | \$500 |
| 3) 46.48.175 – Fusible Link | CFR 178.341(3)(a)(1) | \$500 |
| 4) 46.48.175 – Remote Shutoff | CFR 178.341(5)(a)(2) | \$500 |
| 5) 46.48.175 – Shear Protection | CFR 178.341(8)(d)(1) | \$500 |

e. MC 307

1) 46.48.175 – Leaky Closure	CFR 178.342(3)	\$500
2) 46.48.175 – Internal Valve	CFR 178.342(5)(a)	\$500
3) 46.48.175 – Fusible Link	CFR 178.342(5)(a)(1)	\$500
4) 46.48.175 – Remote Shutoff	CFR 178.342(5)(a)(2)	\$500
f. MC 312		
1) 46.48.175 – Manhole Closures	CFR 178.343(3)	\$500
2) 46.48.175 – Internal Valve/Top Outlet	CFR 178.343(5)(a)	\$500
3) 46.48.175 – Bottom Valve Piping Protection	CFR 178.343(5)(b)(1)	\$500
g. MC 331		
1) 46.48.175 – Fitting Protection	CFR 178.337(10)(a)	\$500
2) 46.48.175 – Rear End Protection	CFR 178.337(10)(d)	\$500
3) 46.48.175 – Internal Valve	CFR 178.337(11)(a)(2)	\$500
4) 46.48.175 – Remote Control > 3500 Capacity	CFR 178.337(1)(a)(2)(i)	\$500
5) 46.48.175 – Remote Control < 3500 Capacity	CFR 178.337(1)(a)(2)(ii)	\$500
6) 46.48.175 – Metal Identification Plate	CFR 178.337(17)(a)	\$500
7) 46.48.175 – Marking Inlets/Outlets	CFR 178.337(9)(c)	\$500
h. MC 338		
1) 46.48.175 – Fitting Protection	CFR 178.338(10)(a)	\$500
2) 46.48.175 – Rear End Protection	CFR 178.338(10)(c)	\$500
3) 46.48.175 – Manual Shutoff Valve	CFR 178.338(11)(b)	\$500
4) 46.48.175 – Fusible Control > 3500 Capacity	CFR 178.338(11)(c)(1)	\$500
5) 46.48.175 – Fusible Control < 3500 Capacity	CFR 178.338(11)(c)(2)	\$500
6) 46.48.175 – Shear Protection	CFR 178.338(12)	\$500
7) 46.48.175 – Name Plate	CFR 178.338(18)	\$500
i. Packaging		
1) 46.48.175 – Non-Specific Package Requirement	CFR 172.24(b)	\$500
2) 46.48.175 – Reuse of Packaging	CFR 172.28(a)	\$500
3) 46.48.175 – Empty (MT) Packages	CFR 172.29(a)	\$500
4) 46.48.175 – IM Portable Tank Testing	CFR 172.32(a)	\$500
5) 46.48.175 – Unauthorized Cargo Tank	CFR 172.33(a)	\$500

6)	46.48.175 – Unlawful Cargo Tank Holding	CFR 172.33(b)	\$500
7)	46.48.175 – Cylinder Violations	CFR 172.34(e)	\$500
j. Placarding Requirements for the Transportation of Hazardous Material – 49 CFR 172			
1)	46.48.175 – Prohibited Placarding	CFR 172.502(a)(1)	\$500
2)	46.48.175 – Sign or Device Could be Confused with HM Placard	CFR 172.502(a)(2)	\$500
3)	46.48.175 – Vehicle Not Placarded as Required	CFR 172.504(a)	\$500
4)	46.48.175 – Dangerous Placard Violation	CFR 172.504(b)	\$500
5)	46.48.175 – No Placard for Poison Inhalation Hazard	CFR 172.505(a)	\$500
6)	46.48.175 – Not Placarded for RAM and Corrosive When Required	CFR 172.505(b)	\$500
7)	46.48.175 – No Placard for Subsidiary DANGEROUS WHEN WET	CFR 172.505(c)	\$500
8)	46.48.175 – Failed to Provide Placards Shipper	CFR 172.506(a)	\$500
9)	46.48.175 – Placards Not Affixed to Vehicle	CFR 172.506(a)(1)	\$500
10)	46.48.175 – Not Placarded for RAM Highway Route	CFR 172.507	\$500
11)	46.48.175 – Freight Container Not Placarded	CFR 172.512(a)	\$500
12)	46.48.175 – Bulk Package Offered Without Placard	CFR 172.514(a)	\$500
13)	46.48.175 – Bulk Package with Residue of HM Not Placarded	CFR 172.514(b)	\$500
14)	46.48.175 – Placard Not Visible from Direction it Faces	CFR 172.516(a)	\$500
15)	46.48.175 – Placard Not Securely Affixed or Attached	CFR 172.516(c)(1)	\$500
16)	46.48.175 – Placard Not Clear of Appurtenance	CFR 172.516(c)(2)	\$500
17)	46.48.175 – Placard Improper Location	CFR 172.516(c)(4)	\$500
18)	46.48.175 – Placard Not Reading Horizontally	CFR 172.516(c)(5)	\$500
19)	46.48.175 – Placard Damaged, Deteriorated or Obscured	CFR 172.516(c)(6)	\$500
20)	46.48.175 – Placard Not on Contrasting Background or Border	CFR 172.516(c)(7)	\$500
21)	46.48.175 – Placard Does Not Meet Specifications	CFR 172.519	\$500
22)	46.48.175 – No Placards and/or Markings When Required	CFR 177.823(a)	\$500
k. Shipping Papers for the Transportation of Hazardous Material – 49 CFR 172			
1)	46.48.175 – No Shipping Paper Provided or Offered	CFR 172.200(a)	\$500
2)	46.48.175 – Hazmat Not Distinguished From Non-Hazmat	CFR 172.201(a)(1)	\$500
3)	46.48.174 – Hazmat Not Printed Legibly in English	CFR 172.201(a)(2)	\$500
4)	46.48.175 – Hazmat Description Contains Abbreviation or Code	CFR 172.201(a)(3)	\$500
5)	46.48.175 – Additional Information Not After Hazardous Materials	CFR 172.201(a)(4)	\$500
6)	46.48.175 – Failure to List Page Number of Pages	CFR 172.201(c)	\$500
7)	46.48.175 – Emergency Response Phone Number Not Listed	CFR 172.201(d)	\$500
8)	46.48.175 – Improper Shipping Name	CFR 172.202(a)(1)	\$500
9)	46.48.175 – Improper Hazard Class	CFR 172.202(a)(2)	\$500
10)	46.48.175 – Wrong or No ID Number	CFR 172.202(a)(3)	\$500

11) 46.48.175 – No Packing Group Listed	CFR 172.202(a)(4)	\$500
12) 46.48.175 – Total Quantity Not Listed	CFR 172.202(a)(5)	\$500
13) 46.48.175 – Basic Description Not In Proper Sequence	CFR 172.202(b)	\$500
14) 46.48.175 – Total Quantity Improper Location	CFR 172.202(c)	\$500
15) 46.48.175 – Non Hazardous Material Entered With Class or ID #	CFR 172.202(e)	\$500

I. General Requirements For Shipments And Packagings – 49 CFR 173-177

1) 46.48.175 – Exemption Number Not Listed	CFR 173.203(a)	\$500
2) 46.48.175 – Limited Quantity Not Shown	CFR 173.203(b)	\$500
3) 46.48.175 – Hazardous Substance Entry Missing	CFR 173.203(c)(1)	\$500
4) 46.48.175 – RQ Not On Shipping Paper	CFR 173.203(c)(2)	\$500
5) 46.48.175 – No QT / NQT for Anhydrous Ammonia	CFR 173.203 (h)(1)	\$500
6) 46.48.175 – No Notation for QT / NQT for Liquefied Petroleum Gas	CFR 173.203 (h)(2)	\$500
7) 46.48.175 – No Technical Name for “nos” Entry	CFR 173.203 (k)	\$500
8) 46.48.175 – No Poison Inhalation Hazard and/or Hazard Zone	CFR 173.203 (m)	\$500
9) 46.48.175 – No “hot” on Shipping Paper	CFR 173.203 (n)	\$500
10) 46.48.175 – No Temperature Controls Noted for Class 4.1 or 5.2	CFR 173.203 (o)	\$500
11) 46.48.175 – Hazardous Waste Manifest Not as Required	CFR 173.205	\$500
12) 46.48.175 – No Instructions for Exclusive Use Packaging: Low Specific Activity (LSA)	CFR 173.427(a)(6)(iv)	\$500
13) 46.48.175 – Exclusive Use Low Specific Activity (LSA) Radioactive Material Not Marked “Radioactive-LSA”	CFR 173. 427(a)(6)(iv)	\$500
14) 46.48.175 – Failure to Provide Exclusive Use Instructions to Carrier	CFR 173.441(c)	\$500
15) 46.48.175 – No Shipping Papers (Carrier)	CFR 177.817(a)	\$500
16) 46.48.175 – Shipper Certification Missing (When Required)	CFR 177.817(b)	\$500
17) 46.48.175 – Shipping Paper Accessibility	CFR 177.817(e)	\$500

m. Transportation of Hazardous Materials – 49 CFR 177

1) 46.48.175 – No Shipping Papers	CFR 177.817(a)	\$500
2) 46.48.175 – Shipping Paper Accessibility	CFR 177.817(e)	\$500
3) 46.48.175 – Improper/No Placard/Marking	CFR 177.817(a)	\$500
4) 46.48.175 – Hazmat Packages Not Secured	CFR 177.817(a)	\$500
5) 46.48.175 – Fail To Prevent Relative	CFR 177.817(a)	\$500
6) 46.48.175 – Manholes/Values Not Closed or Leak Free	CFR 177.817(a)	\$500
7) 46.48.175 – Poison/Foodstuff Violation	CFR 177.817(a)	\$500
8) 46.48.175 – Segregation, Load Combination	CFR 177.817(a)	\$500

B. The following parts of Title 49 Code of Federal Regulations (C.F.R.), as set forth in WAC 446-65-010, are hereby adopted by reference as if fully set forth herein:

1. "Transportation Requirements"

- a. Part 40 Procedures for transportation workplace drug and alcohol testing programs.
- b. Part 325 Compliance with interstate motor carrier noise emission standards.
- c. Part 350 Commercial motor carrier safety assistance program.
- d. Part 355 Compatibility of state laws and regulations affecting interstate motor carrier operations.
- e. Part 365 Rules governing applications for operating authority.
- f. Part 367 Standards for registration with states.
- g. Part 372 Exemptions, commercial zones and terminal areas.
- h. Part 373 Receipts and bills.
- i. Part 376 Lease and interchange of vehicles.
- j. Part 379 Preservation of records.
- k. Part 380 Special training requirements.
- l. Part 381 Waivers, exemptions, and pilot programs.
- m. Part 382 Controlled substances and alcohol use and testing.
- n. Part 383 Compliance with commercial driver's license program.
- o. Part 385 Safety fitness procedures.
- p. Part 387 Minimum levels of financial responsibility for motor carriers.
- q. Part 390 General.
- r. Part 391 Qualification of drivers. Provided that 49 C.F.R. 391 subpart D (Tests), and E (Physical Qualifications and Examinations) do not apply to motor carriers operating vehicles with gross vehicle weight rating between 10,001 lbs. and 26,000 lbs. operating intrastate, and not used to transport hazardous materials in a quantity requiring placarding.
- s. Part 392 Driving of motor vehicles.
- t. Part 393 Parts and accessories necessary for safe operation.
- u. Part 395 Hours of service of drivers: Except if a company has drivers of commercial motor vehicle of any size, hauling logs from the point of production or driving in dump truck operations in intrastate commerce provided that:
 - 1) The driver must:
 - a) Operate within a one hundred air-mile radius of the location where the driver reports to work and the driver must return to the work reporting location at the end of each duty tour;
 - b) Have at least ten consecutive hours off duty separating each on-duty period;
 - c) Not drive:
 - i. More than twelve hours following at least ten hours off duty; or
 - ii. After the fourteenth hour after coming on duty on at least five days of any period of seven consecutive days; and
 - iii. After the sixteenth hour after coming on duty on no more than two days of any period of seven consecutive days; and
 - iv. After having been on duty for eighty hours in seven consecutive days if the employing motor carrier does not operate commercial motor vehicle every day of the week; or

- v. After having been on duty for ninety hours in eight consecutive days if the employing motor carrier operates commercial motor vehicle every day of the week; in any period of seven or eight consecutive days may end with the beginning of any off-duty period of twenty-four or more consecutive hours.
 - 2) The motor carrier that employs the driver must maintain and retain for a period of twelve months accurate and true time recordings showing:
 - a) The time the driver reports for duty each day;
 - b) The total number of hours the driver is on duty each day;
 - c) The total number of hours the driver drives each day;
 - d) The time the driver is released from duty each day; and
 - e) The total time the driver is driving and on duty for the preceding seven days.
 - v. Part 396 Inspection, repair, and maintenance.
 - w. Part 397 Transportation of hazardous materials; driving and parking rules.
- 2. As provided in Part 395, exemption for agricultural transporters, the harvest dates are defined as starting February 1 and ending November 30 of each year.
- 3. Links to the C.F.Rs. are available on the Washington state patrol web site at www.wsp.wa.gov. Copies of the C.F.Rs. may also be ordered through the United States Government Printing Office, 732 N. Capitol Street N.W., Washington, D.C. 20401.

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:
05/16/2022

<u>Date Rec'd</u>	5/4/2022
<u>Clerk's File #</u>	ORD C36211
<u>Renews #</u>	

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES	<u>Cross Ref #</u>	ORD C36190
<u>Contact Name/Phone</u>	JENN CERCEDES 6055	<u>Project #</u>	
<u>Contact E-Mail</u>	JCERCEDES@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	1680- INTERIM ZONING ORDINANCE RE INDOOR SHELTERS IN HI ZONE		

Agenda Wording

Zoning Ordinance to allow for an emergency shelter in a heavy industrial zone to allow for available space to be used. This would be a temporary ordinance to allow securing a site for a temporary shelter.

Summary (Background)

City Council and Administration have been searching for a location for a temporary shelter that has specific location parameters. Based on these parameters most locations that meet the specifications and are available are located in commercial and industrial zones. The interim zoning ordinance will allow available space to be used for a temporary shelter.

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CERCEDES, JENNIFER	<u>Study Session\Other</u>	UE 4/11/22
<u>Division Director</u>	CERCEDES, JENNIFER	<u>Council Sponsor</u>	CP Beggs/CM Bingle
<u>Finance</u>	MURRAY, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	jceredes@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jrichman@spokanecity.org	
<u>Additional Approvals</u>		sbrown@spokanecity.org	
<u>Purchasing</u>		efinch@spokanecity.org	
		dnorman@spokanecity.org	
		jperkins@spokanecity.org	

Committee Agenda Sheet

Urban Experience

Submitting Department	NHHS/CHHS
Contact Name & Phone	Eric Finch 6455 and Jenn Cerecedes 6055
Contact Email	efinch@spokanecity.org and jcerecedes@spokanecity.org
Council Sponsor(s)	CP Beggs and CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	An interim zoning ordinance concerning the siting of indoor shelters for vulnerable and homeless individuals and families; amending SMC 17C.130.100 on an interim basis; and setting a public hearing
Summary (Background)	<p>An interim zoning ordinance concerning the siting of indoor emergency shelters; amending SMC 17C.130.100 on an interim basis; setting a public hearing; and establishing a work program. City Council has previously found that centers for the protection of vulnerable and homeless individuals and families during inclement weather is vital, whether due to extreme cold, extreme heat, poor air quality conditions, severe storms, or other types of civil emergencies, and has further determined that providing protection to Spokane residents from extreme heat, cold and unsafe air is an essential government function. Indoor emergency shelters are not currently allowed in the City's heavy industrial zones and for various reasons are extremely challenging to site in the City's other zones. City staff believes that, if conditioned appropriately, such indoor emergency shelters can be safely located in the City's heavy industrial zones. City staff further believes action is needed to be taken immediately to allow placement of indoor emergency shelters in the City's heavy industrial zones in order to avoid an imminent threat to public health and safety, and to prevent imminent danger to public and private property. This interim zoning ordinance shall be in effect until November 25, 2022 unless extended or cancelled at the public hearing described in Section 4 of the Ordinance. It is anticipated that while this interim zoning ordinance is in effect the city will evaluate whether to make these measures permanent pursuant to the public notice and participation process set forth in Chapter 17G.025 of the Spokane Municipal Code.</p>
Proposed Council Action & Date:	Approve Interim Zoning Ordinance change May 9 th , 2022
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: NA Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	

No impacts seen.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

There are no effects seen.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Ongoing monitoring related to the interim zoning use is on a case-by-case basis and will be reported as required.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This interim zoning ordinance is to facilitate the use of certain industrial zoned areas for other uses to meet emergency shelter and environmental shelter needs as defined in SMC 18.05.020.

ORDINANCE NO. C36211

An interim zoning ordinance concerning the siting of indoor shelters for vulnerable and homeless individuals and families; amending SMC 17C.130.100 on an interim basis; and setting a public hearing.

WHEREAS, pursuant to SMC 18.05.010, the City Council has previously found that centers for the protection of vulnerable and homeless individuals and families during inclement weather is vital, whether due to extreme cold, extreme heat, poor air quality conditions, severe storms, or other types of civil emergencies, and has further determined that providing protection to Spokane residents from extreme heat, cold and unsafe air is an essential government function;

WHEREAS, pursuant to RCW 35.21.683, effective as of September 21, 2021, cities are not allowed to prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed;

WHEREAS, indoor emergency shelters are not currently allowed in the City's heavy industrial zones and for various reasons are extremely challenging to site in the City's other zones;

WHEREAS, the City Council finds that many existing buildings that are otherwise suitable for providing indoor emergency shelters are located in the City's heavy industrial zones;

WHEREAS, the City Council finds that, if conditioned appropriately, such indoor emergency shelters can be safely located in the City's heavy industrial zones;

WHEREAS, sections 35.63.200 and 36.70A.390 of the Revised Code of Washington authorize cities to enact moratoriums, interim zoning maps, interim zoning ordinances, and/or interim official controls without holding a public hearing (*see also Matson v. Clark County Board of Commissioners*, 79 Wash.App. 641, 904 P.2d 317 (1995)); and

WHEREAS, pursuant to RCW 35.63.200 and 36.70A.390, when the City Council adopts an interim zoning ordinance without holding a public hearing on the proposal, it must hold a hearing on the adopted interim zoning ordinance within at least sixty (60) days of its adoption; and

WHEREAS, the City intends to implement the interim zoning ordinance contained in this ordinance and which amends SMC 17C.130.100; and

WHEREAS, the City also intends to conduct a work program during the pendency of this interim zoning ordinance, to enable the City Council to hear feedback from the public and interested stakeholders concerning a possible permanent amendment to the City's zoning regulations to allow the location of indoor emergency shelters in the City's heavy industrial zones; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act ("SEPA") because action needs to be taken immediately to allow placement of indoor emergency shelters in the City's heavy industrial zones in order to avoid an imminent threat to public health and safety, and to prevent imminent danger to public and private property; and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this ordinance and documenting the existence of an emergency; and

WHEREAS, the City Council finds that this interim zoning ordinance is necessary for the immediate preservation of the public peace, health, or safety and for the immediate support of City government and its existing public institutions.

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

Section 1. Interim Zoning Ordinance Adopted. An interim zoning ordinance is adopted as specified in Section 6 of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to allow the siting of indoor emergency shelters in the City's heavy industrial zones, subject to appropriate conditions as specified.

Section 3. Duration of Interim Zoning Ordinance. This interim zoning ordinance shall be in effect until **November 25, 2022** unless extended or cancelled at the public hearing described in Section 4 of this Ordinance. It is anticipated that while this interim zoning ordinance is in effect the city will evaluate whether to make these measures permanent pursuant to the public notice and participation process set forth in Chapter 17G.025 of the Spokane Municipal Code.

Section 4. Public Hearing. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council shall hold a public hearing on this interim zoning ordinance on **July 25, 2022**. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this interim zoning ordinance, and either extend it for an additional six-month period beyond **November 25, 2022**, or cancel it.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent

jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 6. That section 17C.130.100 of the Spokane Municipal Code is amended on an interim basis to read as follows:

[Section 17C.130.100](#) Industrial Zones Primary Uses

A. Permitted Uses (P).

Uses permitted in the industrial zones are listed in Table 17C.130-1 with a “P.” These uses are allowed if they comply with the development standards and other standards of this chapter.

B. Limited Uses (L).

Uses allowed that are subject to limitations are listed in Table 17C.130-1 with an “L.” These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards and other standards of this chapter. In addition, a use or development listed in Part 3 of this division, Special Use Standards, is also subject to the standards of those chapters.

C. Conditional Uses (CU).

Uses that are allowed if approved through the conditional use review process are listed in Table 17C.130-1 with a “CU.” These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards, and other standards of this chapter. Uses listed with a “CU” that also have a footnote number in the table are subject to the standards cited in the footnote. In addition, a use or development listed in Part 3 of this division, Special Use Standards, is also subject to the standards of those chapters. The conditional use review process and approval criteria are stated in [chapter 17C.320 SMC](#), Conditional Uses.

D. Uses Not Permitted (N).

Uses listed in Table 17C.130-1 with an “N” are not permitted.

Existing uses in categories listed as not permitted may be subject to the standards of [chapter 17C.210 SMC](#), Nonconforming Situations.

Table 17C.130-1 Industrial Zones Primary Uses			
Use is: P – Permitted; N – Not Permitted; L – Allowed, but with Special Limitations; CU – Conditional Use Review Required	LI Zone (Light Industrial)	HI Zone (Heavy Industrial)	PI Zone (Planned Industrial)
Residential Categories			
Group Living	L[1]	N	L[3]
Residential Household Living	L[2]	L[2]	L[3]
Commercial Categories			
Adult Business	L[4]	N	N
Commercial Outdoor Recreation	P	P	CU
Commercial Parking	P	P	P
Drive-through Facility	P	P	P
Major Event Entertainment	CU	CU	CU
Office	P	P	P

Quick Vehicle Servicing	P	P	P
Retail Sales and Service	L/CU[5]	L/CU[6]	L[7]
Mini-storage Facilities	L[8]	L[8]	L[8]
Vehicle Repair	P	P	P
Mobile Food Vending	L[12]	L[12]	L[12]
Industrial Categories			
High Impact Use	L[9]	L[9]	N
Industrial Service	P	P	P
Manufacturing and Production	P	P	P
Railroad Yards	CU	P	P
Warehouse and Freight Movement	P	P	P
Waste-related	CU	CU	CU
Wholesale Sales	P	P	P
Institutional Categories			
Basic Utilities	P	P	P
Colleges	P	N	L[10]
Community Service	P	P	P

Daycare	P	CU	L[10]
Medical Centers	P	N	L[10]
Parks and Open Areas	P	CU	P
Religious Institutions	P	N	N
Schools	P	N	L[10]
Other Categories			
Agriculture	P	P	P
Aviation and Surface Passenger Terminals	P	P	P
Detention Facilities	CU	CU	CU
Essential Public Facilities	CU	CU	CU
Mining	CU	CU	CU
Rail Lines and Utility Corridors	P	P	P
Notes: <ul style="list-style-type: none"> • The use categories are described in chapter 17C.190 SMC. • Standards that correspond to the bracketed numbers [] are specified in SMC 17C.130.110. • Specific uses and developments may be subject to the standards in Part 3 of this division, Special Use Standards. • Standards applicable to conditional uses are stated in chapter 17C.320 SMC. 			

ADOPTED 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:**

05/23/2022

Date Rec'd

5/10/2022

Clerk's File #

ORD C36214

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ELDON BROWN X6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

4700 - AMENDING ORDINANCE C-26266

Agenda Wording

Amending Ordinance C-26266 to release an easement

Summary (Background)

The Downtown Stadium Project is underway and is being built across the vacated right-of-way of Gardner Ave between Howard and Washington. When that stretch of right-of-way was vacated back in 1981, the City reserved an easement across it for the utilities of Pacific Northwest Bell (now Lumen). Lumen no longer has facilities in that area and is agreeable to the easement release. Developer Services - Engineering would like to amend the ordinance to release the easement that is no longer necessary

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

DUVALL, MEGAN

Study Session\Other

UE 5/9/22

Division Director

MACDONALD, STEVEN

Council SponsorCMs Zach Zappone &
Karen Stratton**Finance**

ORLOB, KIMBERLY

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City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36214

An ordinance amending Ordinance C-26266 that vacated Gardner Avenue from the extended west line of Lot 47, Block 2, of Keystone Addition, to the extended east line of Lot 63, Block 2, of Keystone Addition, the same being located between Howard and Washington Streets, in the City and County of Spokane, and providing for an effective date.

WHEREAS, The City Council has by resolution initiated vacation procedure for the vacation of Gardner Avenue from the extended west line of Lot 47, Block 2, of Keystone Addition, to the extended east line of Lot 63, Block 2, of Keystone Addition, the same being located between Howard and Washington Streets, in the City of Spokane, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, notice has been given to all abutting property owners as is required by RCW 35.79; and

WHEREAS, at a hearing held before the City Council on July 28, 1980 pursuant to notice, the matter was fully considered and discussed before the City Council by those responding to the notice given, and the City Council did consider and discuss the matter of the vacation of said street at said hearing;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. Gardner Avenue from the extended west line of Lot 47, Block 2, of Keystone Addition, to the extended east line of Lot 63, Block 2, of Keystone Addition, in the City of Spokane, the same being located between Howard and Washington Streets, is hereby vacated.

Section 2. ~~An easement is reserved and retained for the present overhead line of Pacific Northwest Bell.~~

Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

Easement Location



Right-of-way Description:
Portion of Gardner Ave between Howard St
and Washington St vacated via
Ordinance C-26266

Legend

 Easment Location

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.

