

## **CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM**

**Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:**

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

### **Rule 2.2 Open Forum**

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

### **Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits**

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

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



# THE CITY OF SPOKANE



## CURRENT COUNCIL AGENDA

MEETING OF MONDAY, NOVEMBER 5, 2018

### MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL CHAMBERS  
CITY HALL

808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers for November 5, 2018:

Username: **COS Guest**

Password: **7kj2u4GE**

Please note the space in user name. Also, both user name and password are case sensitive

## CITY COUNCIL BRIEFING SESSION

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

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

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

### ADDRESSING THE COUNCIL

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

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

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

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

**BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

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

- |   |         |                              |
|---|---------|------------------------------|
| 1. Purchase of pump, including inspection of installation and training from Northwest Motor Service (Longview, WA) for the Water Department Parkwater Well Station #4—\$281,538.75 (incl. tax). | Approve | OPR 2018-0681<br>BID 4497-18 |
| 2. Purchase Cohesity hardware and software for 36-month support provided from Transource Services Corp. (Phoenix, AZ) for the Innovation and Technology Department—\$331,067.06 (incl. tax).    | Approve | OPR 2018-0682                |

The following item (OPR 2018-0683) was approved at the October 29, 2018, City Council Meeting

- |  |         |   |
|--|---------|---|
| 3. <del>Proposed settlement agreement with B-ONE, LLC (i.e., Ron Brown) in conjunction with the Riverside Drive (MLK) Extension projects—\$160,000.</del>  | Approve | <del>OPR 2018-0683<br/>ENG 2005264/<br/>2015178</del> |
| 4. Increase the administrative reserve with Halme Construction, Inc., for CSO Basin 25, Phase 1—increase of \$100,000 for a total administrative reserve of \$267,192.58 or 16% of the contract price. | Approve | PRO 2017-0033<br>ENG 2017177                          |

- |    |  |                                    |               |
|----|--|------------------------------------|---------------|
| 5. | Recommendation to add the following on the Spokane Register of Historic Places:  | Approve<br>All                     |               |
|    | a. US Rubber Building, 1011 West First Avenue.   |                                    | OPR 2018-0684 |
|    | b. Wilson Elementary, 911 West 25th Avenue.  |                                    | OPR 2018-0685 |
| 6. | Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through October 26, 2018, total \$9,122,913.75, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$7,107,165.15. | Approve &<br>Authorize<br>Payments | CPR 2018-0002 |
| 7. | City Council Meeting Minutes: October 22 and November 1, 2018.   | Approve<br>All                     | CPR 2018-0013 |

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## CITY COUNCIL SESSION

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

(Council Briefing Center)

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

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## LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

## BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

### APPOINTMENTS

### RECOMMENDATION

Spokane Park Board: One Appointment	Confirm	CPR 1981-0402
Hotel Advisory Commission: Two Re-Appointments	Confirm	CPR 2004-0017
Plan Commission: Two Re-Appointments	Confirm	CPR 1981-0295
Bicycle Advisory Board: Six Appointments	Confirm	CPR 1992-0059

## ADMINISTRATIVE REPORT

### COUNCIL COMMITTEE REPORTS

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

### OPEN FORUM

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

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

## LEGISLATIVE AGENDA

### NO SPECIAL BUDGET ORDINANCES

### NO EMERGENCY ORDINANCES

### RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

The following item (RES 2018-0092) was approved at the October 29, 2018, City Council Meeting.

**RES 2018-0092**     ~~Declaring surplus and authorizing attached real property purchase, sale and exchange agreement.~~

- ORD C35685      Relating to the adjustment of the City of Spokane's Business Registration Fee; amending SMC 08.02.0206.
- ORD C35686      (To be considered under Hearings Item H2.a.)
- ORD C35687      (To be considered under Hearings Item H2.b.)
- ORD C35688      (To be considered under Hearings Item H2.c.)
- ORD C35689      (To be considered under Hearings Item H2.d.)
- ORD C35690      (To be considered under Hearings Item H2.e.)
- ORD C35691      Requiring the destruction of forfeited and abandoned firearms in the City's possession; enacting a new section 12.05.060 of the Spokane Municipal Code.
- ORD C35692      Relating to the Communications Building Maintenance and Operations Fund; amending section 07.08.133 of the Spokane Municipal Code.
- ORD C35693      Relating to the training requirements for individuals providing police and fire dispatch services; adopting new section 03.10.070 to chapter 03.10; adopting new chapter 03.12 to the Spokane Municipal Code.

## **FIRST READING ORDINANCES**

(No Public Testimony Will Be Taken)

- ORD C35694      Relating to the Downtown Parking and Business Improvement Area regarding changing certain assessment rates and modifying the boundary; amending SMC sections 4.31.020, 4.31.040 and 4.31.080.
- ORD C35695      Adopting a six-year Citywide Capital Improvement Program for the years 2019-2024 and amending section 5.5 Capital Facilities Program of the City's Comprehensive Plan.
- ORD C35696      Providing for procedures for impoundment of abandoned or unauthorized vehicles and making related technical corrections; amending section 16A.61.790 of the Spokane Municipal Code.
- ORD C35697      Reaffirming that the first floor lobby of City Hall is open to all members of the public; enacting a new section 12.05.050 of the Spokane Municipal Code.

## **FURTHER ACTION DEFERRED**

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## NO SPECIAL CONSIDERATIONS

### HEARINGS

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

#### RECOMMENDATION

- |     |  |                                      |               |
|-----|--|--------------------------------------|---------------|
| H1. | Continuation of hearing for review of the 2019 Proposed Budget. (Continued from October 29, 2018).   | Hold Hrg. & Then Cont. to 11/12/2018 | FIN 2018-0001 |
| H2. | <u>Comp Plan Amendment Hearings:</u>   |                                      |               |
|     | a. Final reading on Ordinance C35686 relating to application made by City of Spokane Council Member Kinnear, Planning File #Z18-253COMP and adding to the text of Chapter Two – Implementation of the City’s Comprehensive Plan to include a reference to the Joint City Council-Administration Six-year Strategic Plan adopted by Resolution Number (RES 2017-0101), amended or adopted thereafter. (By a vote of 10 to 0, Plan Commission recommends approval.)  | Pass Upon Roll Call Vote             | ORD C35686    |
|     | b. Final reading on Ordinance C35687 relating to application made by Plese & Plese LLC, Planning File #Z17-630COMP and amending the Land Use Plan Map of the City’s Comprehensive Plan From “Residential 4-10” to “Office” for approximately 0.25 acres total described as: Lots 5, 33, and 34, of Block 5, Byrne Addition, City of Spokane, Washington; and amending the Zoning Map from “Residential Single Family (RSF)” to “Office (0-35).” (By a vote of 10 to 0, Plan Commission recommends approval.) | Pass Upon Roll Call Vote             | ORD C35687    |
|     | c. Hearing on Ordinance C35688 relating to application made by Kain Investments LLC, Planning File #Z17-623COMP and amending the Land Use Plan Map of the City’s Comprehensive Plan from “Residential 15-30” to “Neighborhood Retail” for approximately 4,873 square feet described as: Lots 6-8, Block 1, McIntosh Addition   | Pass Upon Roll Call Vote             | ORD C35688    |

except the north 118.00 ft. of the west 136.00 ft. thereof; and together with the north half of vacated alley adjacent to said Lots 6, 7, and 9 containing approximately 4,873 square feet; and amending the Zoning Map from “Residential Multifamily (RMF)” to “Neighborhood Retail (NR-35).” (By a vote of 10 to 0, the Plan Commission recommends approval.)

- d. Hearing on Ordinance C35689 relating to application made by U Haul, Planning File #Z17-624COMP and amending the Land Use Plan Map of the City’s Comprehensive Plan from “Office” to “Commercial” for approximately 10.76 acres total described as: those portions of Block 4 and 5, Garden Springs Addition to Spokane, lying south of Sunset Boulevard; all of Blocks 8 and 9, Garden Springs Addition; those portions of the vacated 5th Avenue between Assembly Street and Rustle Street; those portions of the vacated Bemis Street between Sunset Boulevard and the Interstate; and those portions of Block F of the Abernethy Tract Addition lying north of the ramp of the Interstate; and amending the Zoning Map from “Office (O-70)” to “General Commercial (GC-70).” (By a vote of 9 to 1, the Plan Commission recommends approval.)
- Pass Upon      ORD C35689  
Roll Call  
Vote
- e. Hearing on Ordinance C35690 relating to application made by Clanton Family LLC, Planning File #Z17-621COMP and amending the Land Use Plan Map of the City’s Comprehensive Plan from “Office” to “General Commercial” for approximately 0.68 acres total described as: Lots 1-4, Block 93, Second Addition to Railroad Addition to Spokane Falls; and amending the Zoning Map from “Office Retail (OR-150)” to “Community Business (CB-150).” (By a vote of 9 to 1, the Plan Commission recommends approval.)
- Pass Upon      ORD C35690  
Roll Call  
Vote



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**Motion to Approve Advance Agenda for November 5, 2018  
(per Council Rule 2.1.2)**

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**OPEN FORUM (CONTINUED)**

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

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

**ADJOURNMENT**

The November 5, 2018, Regular Legislative Session of the City Council is adjourned to November 12, 2018.

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**NOTES**



**Agenda Sheet for City Council Meeting of:**  
11/05/2018

<b>Date Rec'd</b>	10/23/2018
<b>Clerk's File #</b>	OPR 2018-0681
<b>Renews #</b>	

<b>Submitting Dept</b>	WATER & HYDROELECTRIC SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	STEVE BURNS 742-8154	<b>Project #</b>	
<b>Contact E-Mail</b>	SBURNS@SPOKANECITY.ORG	<b>Bid #</b>	BID #4497-18
<b>Agenda Item Type</b>	Purchase w/o Contract	<b>Requisition #</b>	RE #19070
<b>Agenda Item Name</b>	4100 - WATER PURCHASE OF PARKWATER PUMP #4 REPLACEMENT		

**Agenda Wording**

Approve purchase of Parkwater Well Station #4 Pump including inspection of installation and training from Northwest Motor Service (Longview, WA) - \$281,538.75 including tax

**Summary (Background)**

Sealed bids were opened on October 8, 2018 for the purchase of a replacement pump for Parkwater Well Station #4. Four (4) responses were received with Northwest Motor Service being the lowest responsive bidder.

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

Expense	\$ 281,538.75	# 4100-42490-94000-56401
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	KEGLEY, DANIEL	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PIES 10/22/18
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	sburns	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	tprince	
<b><u>Additional Approvals</u></b>		wateraccounting	
<b><u>Purchasing</u></b>	PRINCE, THEA		

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works
<b>Subject:</b>	Purchase Parkwater Well Station Vertical Turbine Pump
<b>Date:</b>	10/11/2018
<b>Author (email &amp; phone):</b>	Stephen Burns, ( <a href="mailto:sburns@spokanecity.org">sburns@spokanecity.org</a> , 509-742-8141 )
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Dan Kegley
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	Six-year Capital Plan
<b>Deadline:</b>	Q4, 2018
<b>Outcome:</b>	Replacement of the failed Pump #4 at Parkwater Well Station
<b>Background/History:</b> <ul style="list-style-type: none"><li>Parkwater Well Station Pump #4, original equipment purchased in 1949, has failed and is not repairable. This action is to purchase a Vertical Turbine Pump to replace Pump #4, including inspection of installation and training, from Northwest Motor Service (Longview, WA) in the amount of \$281,538.75.</li></ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"><li>Sealed bids were opened on Monday, October 8, 2018 to provide the Water and Hydroelectric Services department with a Vertical Turbine Pump for the Parkwater Well Station (Bid# 4497-18). Four (4) bids were received; Northwest Motor Service was determined a responsive bidder.</li></ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: None identified at this time.	

<b>Operations Impact:</b>	
Consistent with current operations/policy?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Requires change in current operations/policy?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Specify changes required: None at this time.	
Known challenges/barriers: None at this time.	

BID #4497-18 PARKWATER #4 WELL STATION PUMP			SPECIALTY PUMP SERVICE INC 4712 S THOR SPOKANE WA 99223  Jim Socci <a href="mailto:jsocci@comcast.net">jsocci@comcast.net</a> (509) 534-3382		PUMPTech INC. 209 S HAMILTON RD MOSES LAKE WA 98837  Ed Smith <a href="mailto:nstark@pumptechnw.com">nstark@pumptechnw.com</a> (509) 766-6330		NORTHWEST MOTOR SERVICE PO BOX 722 LONGVIEW WA 98632  Dave Olinger <a href="mailto:dave.oliger@nwmotorservice.com">dave.oliger@nwmotorservice.com</a> (360) 425-8700	
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	1	One (1) Vertical Turbine Pump, Type: Municipal Water Well (Lineshaft)	\$ 269,618.00	\$ 269,618.00	\$ 221,858.00	\$ 221,858.00	\$ 253,454.00	\$ 253,454.00
	1	Spare parts: Packing & packing puller, one (1) set	\$ 10.00	\$ 10.00	\$ 1,000.00	\$ 1,000.00	\$ 350.00	\$ 350.00
SALES TAX		8.80%		\$ 23,727.26		\$ 19,611.50		\$ 22,334.75
	1	Supervise Installation, equipment inspection, field testing and adjustments, Reporting, Training (total nine (9) days on-site)	\$ 16,200.00	\$ 16,200.00	\$ 45,000.00	\$ 45,000.00	\$ 5,400.00	\$ 5,400.00
GRAND TOTAL				\$ 309,555.26		\$ 287,469.50		\$ 281,538.75
DELIVERY			160 DAYS FRO		308 DAYS FRO		189 days FRO - assuming submittal is completed and approved in 3-4 weeks from date of PO issuance	
CREDIT CARD				NO	NO		NO	
ADDITIONAL PURCHASES				YES - till 11/8/18		YES- till 1/1/19		YES- till 11/30/18

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

11/05/2018

<b>Date Rec'd</b>	10/19/2018
<b>Clerk's File #</b>	OPR 2018-0682
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	INNOVATION & TECHNOLOGY
<b>Contact Name/Phone</b>	MICHAEL 625-6468
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5300 TRANSOURCE SERVICES CORP

**Agenda Wording**

Authorization for the Approval to purchase Cohesity hardware and software and initiate a contract for 36-month support provided by Transource Services Corp. (Phoenix, AZ).

**Summary (Background)**

The City has obtained a quote from Transource Services Corp, utilizing NASPO ValuePoint MPA# MNWNC-130 & State of Washington PA# 05815-016 contract pricing, to provide Cohesity hardware and software and 36-month support for the Innovation and Technology Services Division. Cohesity data backup system replaces our current backup system. In addition, Cohesity allows the city to upload our backup data into Microsoft Azure archival storage (cloud storage).

<b><u>Fiscal Impact</u></b>		Grant related? NO	<b><u>Budget Account</u></b>	
		Public Works? NO		
Expense	\$ \$331,067.06, incl. tax		# 5310-73100-18880-53521	
Select	\$		#	
Select	\$		#	
Select	\$		#	
<b><u>Approvals</u></b>			<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>		SLOON, MICHAEL	<b><u>Study Session</u></b>	Special Session
<b><u>Division Director</u></b>		FINCH, ERIC	<b><u>Other</u></b>	
<b><u>Finance</u></b>		BUSTOS, KIM	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		DALTON, PAT	Accounting - ywang@spokanecity.org	
<b><u>For the Mayor</u></b>		ORMSBY, MICHAEL	Contract Accounting - mdoval@spokanecity.org	
<b><u>Additional Approvals</u></b>			Legal - modle@spokanecity.org	
<b><u>Purchasing</u></b>			Purchasing - cwahl@spokanecity.org	
			IT - itadmin@spokanecity.org	
			Tax & Licenses	
			curtisw@transource.com	



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

**Agenda Wording**

Requesting \$331,067.06 (\$245,620.83 plus \$21,614.63 sales tax for hardware and software, and \$58,668.75 plus \$5,162.85 sales tax for a 36-month period of Premium support and Standard Support). Contract term is November 5, 2018, through November 4, 2021, unless terminated sooner.

**Summary (Background)**

**Fiscal Impact**

Select \$

Select \$

**Budget Account**

#

#

**Distribution List**


## Briefing Paper

### Sustainable Resources Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division															
<b>Subject:</b>	Purchasing new backup hardware/software solution															
<b>Date:</b>	October 19, 2018															
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468															
<b>City Council Sponsor:</b>																
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon															
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee															
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative															
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD - Authorization for the Approval to purchase Cohesity hardware and software and initiate a contract for 36-month for Premium and Standard support provided by Transource Services Corp, utilizing NASPO ValuePoint MPA# MNWNC-130 & State of Washington PA# 05815-016 contract pricing.															
<b>Strategic Initiative:</b>	Maintaining and securing the digital data created and used by the city															
<b>Deadline:</b>	11/16/2018															
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)																
<b>Background/History:</b> <i>The City has obtained a quote from Transource Services Corp, through Structured Communications Systems, Inc., to provide 36-month Premium and Standard hardware and software for the Innovation and Technology Services Division. Cohesity data backup system replaces our current backup system. In addition, Cohesity allows the city to upload our backup data into Microsoft Azure archival storage (cloud storage).</i>																
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Requesting \$331,067.06 (\$245,620.83 plus \$21,614.63 sales tax for hardware and software, and \$58,668.75 plus \$5,162.85 sales tax for a 36-month period of Premium support and Standard Support).</li> <li>Utilizing capital replacement budget account, replacing:           <table style="margin-left: 40px; border: none;"> <tr> <td>HITACHI AMS2500 ARRAY</td> <td>T312600</td> <td>\$131,885.15</td> </tr> <tr> <td>HP BL860C SERVER-DR</td> <td>T314082</td> <td>\$ 32,454.56</td> </tr> <tr> <td>NETBACKUP APPLIANCE</td> <td>T317154</td> <td>\$ 56,362.39</td> </tr> <tr> <td>HUS VM FILE MODULE</td> <td>T314512</td> <td><u>\$110,858.38</u></td> </tr> <tr> <td></td> <td></td> <td><u>\$331,560.48</u></td> </tr> </table> </li> </ul>		HITACHI AMS2500 ARRAY	T312600	\$131,885.15	HP BL860C SERVER-DR	T314082	\$ 32,454.56	NETBACKUP APPLIANCE	T317154	\$ 56,362.39	HUS VM FILE MODULE	T314512	<u>\$110,858.38</u>			<u>\$331,560.48</u>
HITACHI AMS2500 ARRAY	T312600	\$131,885.15														
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HUS VM FILE MODULE	T314512	<u>\$110,858.38</u>														
		<u>\$331,560.48</u>														
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)																
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:																



**City of Spokane**

**CONTRACT**

Title: **COMPUTER EQUIPMENT  
AND SUPPORT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **TRANSOURCE SERVICES CORP.**, whose address is 2405 West Utopia Road, Phoenix, Arizona 85027, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide **COMPUTER EQUIPMENT AND THREE YEARS OF SUPPORT** (Premium Support for the Node Blocks and Expansion Node (items 3, 5, and 7 on the quote) and the Standard Support applies to the Kroll Ontrack PowerControls Add-on License for Cohesity DataProtect (item 9 on the quote), in accordance with the Company's October 15, 2018, Quote and NASPO ValuePoint Master Purchase Agreement # MNWNC-130 and State of Washington Purchase Agreement # 05815-016, attached as Exhibit A. In the event of a conflict between Company's Quote, Master Purchase Agreements and this Contract, the terms of this contract will control.
2. **CONTRACT TERM.** The Contract shall begin on November 5, 2018, and run through November 4, 2021, unless terminated sooner.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **THREE HUNDRED THIRTY ONE THOUSAND SIXTY SEVEN AND 06/100 DOLLARS (\$331,067.06)**, including tax, for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, 7<sup>th</sup> Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.



7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

9. TERMINATION. Either party may terminate this Contract in accordance with the Contract documents.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
  - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the

negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. 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.

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

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

18. CONFIDENTIALITY/PUBLIC RECORDS. City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for

Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. GOVERNING LAW. This agreement is governed by the laws of the State of Washington.

**TRANSOURCE SERVICES CORP.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm's UBI #

Attest:

Approved as to form:

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

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

Exhibits that are part of this Agreement:

Exhibit A – October 15, 2018 Quote and Master Purchase Agreements  
Exhibit B - Certificate Regarding Debarment



# EXHIBIT A

## Transource Services Corp

2405 West Utopia Road  
Phoenix AZ 85027

## SALES QUOTATION Original

Quotation No.: 305101  
Quotation Date: 10/15/18  
Due Date: 11/15/18  
Customer No.: C889625  
Customer Ref. No.:  
Page No.: Page 1 of 2

BILL TO
CITY OF SPOKANE FL. 7 808 W. Spokane Falls Blvd Spokane WA 99201-3333

SHIP TO
CITY OF SPOKANE 4401 N. Aubrey L White Pkwy Spokane WA 99205

Account Rep: Curtis Wescott  
Contact Name: Michael Sloon  
Terms: Net 30

Ship Via:  
FOB: FOB Destination

Line	Item No.	Description	Qty	Unit Price	Total
1	NVP	NASPO ValuePoint MPA# MNWNC-130	1		
2	NVP-WA	State of Washington PA# 05815-016	1		
3	TSC-ITEM MFR# C2505-SFP-DPTCA-4	C2505-SFP Four (4) Node Block with 96TB TCG AES-256 Encrypted HDD, 6.4 TB PCI-e Flash, 8x Intel Xeon E5-2620 2.1 GHz 8-Core CPUs, 256 GB RAM, 8x SFP+ 10GbE, 8x 1 GbE, 4x IPMI; Includes Cohesity DataPlatform, DataProtect and CloudArchiveAdd-Ons for 64TB	1	\$ 179,891.67	\$ 179,891.67
4	TSC-ITEM MFR# CBL-10G-SFP-003	Cable, 10G, SFP+, Twinax, 3m	8	\$ 44.27	\$ 354.16
5	TSC-ITEM MFR# C2505-SFP-DPTCA-1	C2505-SFP One (1) Node Block with 24TB TCG AES-256 Encrypted HDD, 1.6 TB PCI-e Flash, 2x Intel Xeon E5-2620 2.1 GHz 8-Core CPUs, 64 GB RAM, 2x SFP+ 10GbE, 2x 1 GbE, 1x IPMI; Includes Cohesity DataPlatform, DataProtect and CloudArchiveAdd-Ons for 16TB	1	\$ 44,635.42	\$ 44,635.42
6	TSC-ITEM MFR# CBL-10G-SFP-003	Cable, 10G, SFP+, Twinax, 3m	2	\$ 44.27	\$ 88.54
7	TSC-ITEM MFR# C2605-SFP-DPTNODE	C2605-SFP Expansion Node: 30 TB TCGAES-256 Encrypted HDD, 1.6 TB PCI-e Flash, 2x Intel Xeon E5-2620 2.1 GHz 8-Core CPUs, 64 GB RAM, 2x SFP+ 10GbE, 2x 1 GbE, 1xIPMI; Includes Cohesity DataPlatform and DataProtect Add-On for 20TB	1	\$ 54,000.00	\$ 54,000.00
8	TSC-ITEM MFR# CBL-10G-SFP-003	Cable, 10G, SFP+, Twinax, 3m	2	\$ 44.27	\$ 88.54
9	TSC-ITEM MFR# SW-KROLL-OPC	Kroll Ontrack PowerControls Add-on License for Cohesity DataProtect. Kroll Ontrack PowerControls enables granual recovery of Microsoft Exchange, SharePoint and SQL Server data. Each license manages 1,000 Exchange Mailboxes, 25 SQL Serverinstances and 5 TB of SharePoint data.Requires Cohesity DataProtect.	2	\$ 781.25	\$ 1,562.50
10	TSC-ITEM MFR# SUPP-PREM	C2505-SFP-DPTCA-4 ( Serial #: To beFulfilled ) 36 Months / Premium (24x7) Support	1	\$ 38,565.00	\$ 38,565.00
11	TSC-ITEM MFR# SUPP-PREM	C2505-SFP-DPTCA-1 ( Serial #: To beFulfilled ) 36 Months / Premium (24x7) Support	1	\$ 9,641.25	\$ 9,641.25
12	TSC-ITEM MFR# SUPP-PREM	C2605-SFP-DPT-NODE ( Serial #: To beFulfilled ) 36 Months / Premium (24x7) Support	1	\$ 10,125.00	\$ 10,125.00



## Transource Services Corp

2405 West Utopia Road  
Phoenix AZ 85027

# SALES QUOTATION Original

**Quotation No.:** 305101  
**Quotation Date:** 10/15/18  
**Due Date:** 11/15/18  
**Customer No.:** C889625  
**Customer Ref. No.:**  
**Page No.:** Page 2 of 2

Line	Item No.	Description	Qty	Unit Price	Total
13	TSC-ITEM MFR# CS-SSWKROLLOPC00 3	Three (3) Years of Standard Support for SWKROLL-OPC	2	\$ 168.75	\$ 337.50
14	TSC-ITEM MFR# Trade-In Credit		-1	\$ 35,000.00	\$ -35,000.00

SBA certified "American Small Manufacturer"

Subtotal	\$ 304,289.58
Shipping	
Tax	\$ 26,777.48
<b>Total Order Value</b>	<b>\$ 331,067.06</b>

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION, LLC**  
**Computer Equipment**  
**(Desktops, Laptops, Tablets, Servers, Storage including Related**  
**Peripherals & Services)**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT**  
Master Agreement No: MNWNC-130  
Transource Service Corporation  
(hereinafter "Contractor")  
And  
State of Washington, Department of Enterprise Services  
(hereinafter "Participating State")  
Participating State Contract #05815-016

Page 1 of 22

State of Washington, Department of Enterprise Services (DES) Contract No. 05815-016

This Addendum adds the State of Washington as a Participating State authorized to purchase from the NASPO ValuePoint Master Agreement number MNWNC-121 with Transource Service Corp.

1. **Scope:** This addendum covers the Computer Equipment (Desktops, Laptops, Tablets, Servers, Storage including Related Peripherals & Services categories identified below, led by the State of Minnesota for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the state's chief procurement official. Language contained here supersedes and is in addition to the language of the Master Pricing Agreement

a. Transource Computer Equipment: Category Awards:

**Scope of Service**

1. **Band 1: Desktop.** A desktop is a personal computer intended for regular use at a single location. A desktop computer typically comes in several unites connected together during installation: 1) the processor 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero clients, Thin clients and all in ones and workstations will also be included under desktops.

2. **Band 2: Laptop.** A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point devices such as a touchpad and speakers into a single unit. A laptop can be used away from the outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebook and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band.

3. **Band 3: Tablet.** A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed.

4. **Band 4: Server.** A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on the network. This band also includes server appliances. Server



appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems.

**5. Band 5: Storage to include related Peripherals & Services.**

Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment is **not** included in the Product and Service Schedule for this band.

**6. Examples of peripherals/accessories/options:** Include but are not limited to: monitors, audiovisual equipment, instructional equipment, cabling, modems, network to support servers, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band**

b. Products and Services **NOT** Provided by this Participating Addendum:

**Ruggedized Devices, Printers, or Multifunction Printers  
Lease Agreements – Not Applicable**

**2. Participation:** Use of specific WSCA-NASPO cooperative contracts by all state agencies, political subdivisions and other entities (including cooperatives) located within the state of Washington authorized by state statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

- Individual Customer: Each state agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were individual customers. Except to the extent modified by this Participating Addendum, each agency and political subdivision shall be responsible to follow the terms and conditions of the Master Agreement; and they shall have the same rights and responsibilities as the Lead State has in the Master Agreement. Each agency and political subdivision shall have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor shall apply the charges to each Participating Entity individually.

Political and non-profit entities within the State of Washington may use this contract without further process provided they have completed, filed and accepted in the Washington State's Master Contract Agreement (MCUA) process. Use by others than those stated above is not a valid use. Use of the contract in conflict with its language is not binding on any party and does not satisfy requirements.

A list of all members is available at:

<http://des.wa.gov/services/ContractingPurchasing/ITContracts/ITMasterContract/Pages/default.aspx>

**THIS AGREEMENT IS NOT FOR PERSONAL USE.**

### **3. Participating State Modifications or Additions to Master Agreement:**

Contractor and DES agree to the following modifications and additions to the Master Agreement for Security Protection Services and apply only to actions and relationships within the Participating Entity.

#### **Department of Enterprise Services (DES) State Master Contract Standard Terms and Conditions.**

The following standard terms and conditions are added to the Participating Addendum for the State of Washington. This section consists of general provisions and terms for contracts issued by the Washington State Department of Enterprise Services (DES), acting under the authority of RCW 39.26 which regulates the manner in which state agencies may acquire services.

#### **3.1 Contract Modifications**

DES reserves the right to modify the resulting contract (including but not limited to adding or deleting products, services, or delivery locations) by mutual agreement between DES and the contractor, as long as such modification is substantially within the scope of the original contract. Such modification(s) shall be memorialized in a signed, written document, (Amendment) describing the agreed upon change, including any terms and conditions required to support such change. Changes to point of contact information may be updated without the issuance of a mutually agreed contract amendment.

#### **3.2 Contract Administration**

- **State Contract Administrator**

DES will appoint a single point of contact that shall be the Contract Administrator for this contract and shall provide contract oversight. The Contract Administrator shall be the principal contact for the contractor for business activities under this contract. DES shall notify the contractor in writing, when there is a new Contract Administrator assigned to this contract.

- **Administration of Term Contract**

DES may maintain contract information and pricing and make it available on DES's website. The contract prices are the maximum price contractor can charge. The contractor may offer volume discounts to purchasers.

- **Term**

This PA's initial term shall be in force for one year (12 months) after execution to align with the Lead State's (Minnesota) Master Pricing Agreement, and may be further extended to support the term of the Master Pricing Agreement.

#### **3.3 Contractor Supervision and Coordination**

Contractor shall:

- a. Competently and efficiently supervise and coordinate the implementation and completion of all contract requirements specified herein.
- b. Identify the contractor's Authorized Representative, who will be the principal point of contact for DES concerning contractor's performance under this contract.



- c. Immediately notify the Contract Administrator in writing of any change of designated Authorized Representative assigned to this contract.
- d. Be bound by all written communications given to or received from the contractor's Authorized Representative.

Violation of any provision of this section may be considered a material breach of contract and may be grounds for contract termination.

### **3.4 Term Contract Management**

Upon award of a term contract, the contractor shall:

- a. Review the impact of the award and take the necessary steps needed to ensure that contractual obligations will be filled.
- b. Promote and market the use of this contract to all authorized contract purchasers.
- c. Ensure that those who endeavor to utilize this contract are authorized purchasers under this contract.
- d. At no additional charge, assist purchasers in making the most cost effective, value based purchases which may include, but is not limited to:
  - Having representatives available to provide information regarding products and services, including visiting the purchaser site if needed, and providing purchaser with materials/supplies/equipment recommendations.
  - Providing purchasers with a detail list of contract items including current contract pricing and part numbers.
  - The contractor shall designate a customer service representative who will be responsible for addressing purchaser issues including but not limited to:
    - Logging requests for service, ensuring repairs are completed in a timely manner, dispatching service technicians and processing warranty claim documentation.
    - Providing purchasers with regular and timely status updates in the event of a delay in repair or order fulfillment.
    - Acting as the lead and liaison between the manufacturer and purchaser in resolving warranty claims for contract items purchased.

### **3.5 Changes**

Alterations to any of the terms, conditions, or requirements of this contract shall only be effective upon written issuance of a mutually agreed contract amendment by DES. Changes to point of contact information may be updated without the issuance of mutually agreed contract amendment.

### 3.6 Statewide Payee Desk

Contractors must register with the Statewide Payee Desk, maintained by DES, to be paid for contract sales. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).

### 3.7 Management Fee

Contractor will pay a management fee of 2 percent to DES on all state contract sales/purchase prices for work orders. The purchase price is defined as total invoice price less sales tax.

The management fee must be rolled into the contractor's current pricing; the fee must not be shown as a separate line item on an invoice unless specifically requested and approved by DES.

How to determine the fee: Total sales (not including sales tax) x .0074 = management fee.

DES may increase, reduce or eliminate the management fee, and reserves the right to negotiate contract pricing with the contractor when adjustment of the management fee might justify an increase in pricing.

For purposes of the management fee, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

Taxability (if applicable): In 2013, the Washington Department of Revenue ruled that if the underlying transaction requires sales tax, the DES management fee portion of the transaction is also subject to a sales tax.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all management fees have been paid. Failure to accurately report total net sales, to submit a timely sales report, or remit timely payment of the management fee may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

The management fee does not include or supersede fees owed to other entities such as the NASPO ValuePoint or government entities other than the state of Washington.

DES will invoice the contractor every quarter based on sales reported by contractor. Contractors are **not to remit payment until they receive an invoice from DES**.

Management fee payment must reference the contract number, work request number (if applicable), the year and quarter for which the management fee is being remitted, and the contractor's name as it is known to DES, if not already included on the face of the check.

Remit management fee to:

Washington State Department of Enterprise Services  
Finance Office  
PO Box 41460  
Olympia, WA 98504-1460

**NOTE: DO NOT** send payment to the DES Contract Administrator and do not pay prior to

receiving the invoice.

### **3.8 Contract Sales/Usage Report**

The management fee will be based on total contract sales, which must be reported quarterly by the contractor in the Contract Sales Reporting System. DES will provide a login password and a vendor number.

Each sales report must identify every authorized purchaser by name as it is known to DES and its total combined sales amount **invoiced** during the reporting period (i.e., sales of an **entire agency** or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by DES, and use of this option without prior approval by DES may be cause for contract termination.

**USAGE REPORT DUE DATE:** Reports must be submitted electronically within 30 days after the end of the calendar quarter:

For sales invoiced during ...	Due date
Q1 (Jan / Feb / March)	April 30
Q2 (April / May / June)	July 31
Q3 (July / Aug / Sept.)	Oct. 31
Q4 (Oct / Nov / Dec.)	Jan. 31

Failure to provide reports in accordance with the schedule above may be cause for contract termination.

The report may be corrected or modified by DES with subsequent written notice to the contractor.

Upon request, contractor shall provide contact information for all purchasers during the term of this contract. Refer sales reporting questions to the Contract Administrator.

### **3.9 Other Required Term Contract Reports**

DES may require the contractor to provide a detailed annual contract sales history report. This report, if requested, will include at a minimum, but is not limited to: product description, part number or other product identifier, per unit quantities sold, and contract price. This report must be provided to DES in an electronic format that can be read by MS Excel. Unless the solicitation specifies otherwise, all other required reports will be designed and approved by the parties by mutual agreement.

### **3.10 Common Vendor Registration and Bid Notification System**

Contractor shall be registered in the state's common vendor registration and bid notification system, RCW 39.29.006, known as Washington's Electronic Business Solutions (WEBS) at [www.ga.wa.gov/webs](http://www.ga.wa.gov/webs). Contractors already registered need not re- register. It is the sole responsibility of contractors to properly register and maintain an accurate vendor profile.

### **3.11 Payment**

#### **a. Advance payment prohibited:**

No advance payment shall be made for the products and Services furnished by contractor under this contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

#### **b. Payment:**

Payment is the sole responsibility of, and will be made by, the purchaser.

Under Chapter 39.76 RCW, if purchaser fails to make timely payment(s), contractor may invoice for 1 percent per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified otherwise in the solicitation, net 30 days will automatically apply.

Payment(s) made in accordance with contract terms shall fully compensate the contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by contractor.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the contractor.

Note: when the state has been overcharged or otherwise reimbursed, the purchaser may elect to have either direct payments or written credit memos issued. If the contractor fails to make timely payment(s) or issuance of credit memos, the purchaser may impose a 1% per month on the amount overdue 30 days after notice to the contractor.

#### **c. Invoicing and discounts**

Contractor must provide a properly completed invoice to purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice must be identified by the associated contract number; the contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM), the applicable purchaser's order number, and must be in U.S. dollars. Invoices must be prominently annotated by the contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the solicitation.

Invoices for payment will accurately reflect all discounts due the purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of contractor

has been accepted by the purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

### **3.12 Taxes, fees and licenses**

#### **a. Taxes**

Where required by statute or regulation, the contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, the purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the contractor shall be made for federal excise taxes and the purchaser agrees to furnish contractor with an exemption certificate where appropriate.

#### **b. Collection of retail sales and use taxes**

In general, contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with contractor's ability to establish or maintain a market for its products in Washington. Examples of such activity include where the contractor either directly or by an agent or other representative:

- Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- Maintains an in-state inventory or stock of goods for sale;
- Regularly solicits orders from purchasers located within the State of Washington via sales representatives entering the State of Washington;
- Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with purchasers in an attempt to establish or maintain market(s); or
- Other factors identified in WAC 458-20.

#### **c. Department of Revenue registration for out-of-state contractors**

Out-of-state contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state contractors are not required to collect and remit "use tax," purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

#### **d. Taxes on invoice**

Contractor shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.



**e. Overpayments to contractor**

Contractor shall refund to purchaser the full amount of any erroneous payment or overpayment under this contract within 30 days' written notice. If contractor fails to make timely refund, purchaser may charge contractor 1 percent per month on the amount due, until paid in full.

**f. Proprietary or confidential information**

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, DES shall maintain the confidentiality of contractor's information marked confidential or proprietary. If a request is made to view contractor's proprietary information, DES will notify contractor of the request and of the date that the records will be released to the requester unless contractor obtains a court order enjoining that disclosure. If contractor fails to obtain the court order enjoining disclosure, DES will release the requested information on the date specified.

The state's sole responsibility shall be limited to maintaining the above data in a secure area and to notify contractor of any request(s) for disclosure for so long as DES retains contractor's information in DES records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by contractor of any claim that such materials are exempt from disclosure.

**3.13 Insurance**

The following are general insurance provisions for the State of Washington. Additional requirements specific to a good/service may be detailed elsewhere in a solicitation or its appendices.

**a. General requirements**

Contractor shall, at its own expense, obtain and keep in force insurance as follows until completion of the contract. Upon request, contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

**b. Specific requirements**

Employer's Liability (Stop Gap): The contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will

maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The State of Washington will not be held responsible in any way for claims filed by the contractor or their employees for services performed under the terms of this contract.

**Commercial General Liability Insurance:** The contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the contractor's premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General aggregate limits (other than products-completed operations)	\$2 million
Products-completed operations aggregate	\$2 million
Personal and advertising injury aggregate	\$1 million
Each occurrence (applies to all of the above)	\$1 million
Fire damage limit (per occurrence)	\$50,000
Medical expense limit (any one person)	\$5,000

**c. Business Auto Policy (BAP)**

In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

**d. Additional insurance provisions**

All above insurance policies shall include, but not be limited to, the following provisions:

○ **Additional insured:**

State of Washington and all authorized purchasers shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

○ **Notice of policy cancellation/Non-renewal:**

For insurers subject to Chapter 48.18 RCW (admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee 45 calendar days prior to cancellation or any material change to the policy as it relates to this contract. Written notice shall include the affected contract reference number.

○ **Cancellation for non-payment of premium:**

If cancellation on any policy is due to non-payment of premium, a written notice shall be given the director of purchasing or designee 10 calendar days prior to cancellation. Written notice shall include the affected contract reference number.

○ **Identification:**

Policies and certificates of insurance shall include the affected contract reference number.

**e. Insurance carrier rating**

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC .

**f. Excess coverage**

The limits of all insurance required to be provided by the contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the contractor from liability in excess of such limits.

**g. Limit adjustments**

The state reserves the right to increase or decrease limits as appropriate.



### **3.14 Antitrust**

The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, the contractor hereby assigns to the State of Washington any and all of the contractor's claims for such price fixing or overcharges which arise under federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under this contract.

### **3.15 Disputes and remedies**

#### **a. Problem resolution and disputes**

Problems arising out of the performance of this contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

In the event a bona fide dispute concerning a question of fact arises between DES or the purchaser and contractor and it cannot be resolved between the parties through the normal problem escalation processes, either party may initiate the dispute resolution procedure provided herein. The dispute shall be handled by a Dispute Resolution Panel in the following manner. Each party to this contract shall appoint one member to the Panel. These two appointed members shall jointly appoint an additional member. The Dispute Resolution Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute as quickly as reasonably possible. The determination of the Dispute Resolution Panel shall be final and binding on the parties hereto. DES and/or purchaser and contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this contract that are not affected by the dispute.

In the event a bona fide dispute concerning a question of fact arises between DES or the purchaser and contractor and it cannot be resolved between the parties through the normal escalation processes, either party may initiate the dispute resolution procedure provided herein.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three business days. The initiating party shall have three business days to review the bid. If after this review a resolution cannot be reached, both parties shall have three business days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three business days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three business days of receiving the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three business days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to be bound by the determination of the Dispute Resolution Panel.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.

DES, the purchaser and contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by purchaser for materials, supplies, services and/or equipment being provided by contractor, contractor shall continue providing materials, supplies, services and/or equipment pending resolution of the dispute provided purchaser pays contractor the amount purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount contractor, in good faith, believes is due and payable.

**b. Administrative suspension**

When it is in the best interest of the state, DES may at any time, and without cause, suspend the contract or any portion thereof for a period of not more than 30 calendar days per event by written notice from DES to the contractor's Representative. contractor shall resume performance on the next business day following the 30th day of suspension unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the contractor can be demanded and required to resume performance within the 30-day suspension period by DES providing the contractor's Representative with written notice of such demand.

**c. Force majeure**

The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of war, riots, strikes, fire, floods, windstorms, epidemics or other similar occurrences.

**Exceptions:** Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this contract if, and to the extent that, such party's performance of this contract is prevented by reason of force majeure.

**Notification:** If either party is delayed by force majeure, said party shall provide written notification within 48 hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended

by contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

**Rights reserved:** DES reserves the right to authorize an amendment to this contract, terminate the contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and contractor shall have no recourse against the state.

**d. Alternative dispute resolution fees and costs**

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

**e. Non-exclusive remedies**

The remedies provided for in this contract shall not be exclusive but are in addition to all other remedies available under law.

**3.16 Liquidated damages**

**a. Liquidated damages - General**

DES and or the purchasers and the contractor agree that the liquidated damages provisions in the contract are a reasonable forecast of the actual damages that would be suffered by the purchaser in the event of contractor's nonperformance, that such liquidated damages are not a penalty but represent the reasonable compensation due purchaser in the event of a breach, and that such liquidated damages will be assessed as appropriate.

Any delay by contractor in meeting the Delivery Date, Installation Date, maintenance or repair date, or other applicable date set forth in this contract will interfere with the proper implementation of purchaser's programs and will result in loss and damage to purchaser.

As it would be impracticable to fix the actual damage sustained in the event of any such failure(s) to perform and/or purchaser and contractor agrees that in the event of any such failure(s) to perform, the amount of damage which will be sustained will be assessed as appropriate based upon the purchasers inability to perform their function and the parties agree that contractor shall pay such amounts as liquidated damages and not as a penalty.

Liquidated damages provided under the terms of this contract are subject to the same limitations as provided in the section titled Limitation of Liability.

**b. Limitation of liability**

The parties agree that neither contractor, DES nor purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or

demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this contract.

This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Retention of Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

The contractor, DES and purchaser are not liable for damages arising from causes beyond their reasonable control and without their fault or negligence. Such causes may include, but are not restricted to, acts of the public enemy, acts of a government body other than DES or the purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the contractor, DES or the purchaser, or their respective subcontractors.

If delays are caused by a subcontractor without its fault or negligence, contractor shall not be liable for damages for such delays, unless the services to be performed were obtainable on comparable terms from other sources in sufficient time to permit contractor to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

**c. Federal funding (if applicable)**

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the request of DES or purchaser. Further, the contractor may be subject to those federal requirements specific to the commodity.

**d. Federal restrictions on lobbying (if applicable)**

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**3.17 Debarment and suspension**

Respondent certifies, by submitting this bid or proposal, that neither it nor its affiliates presently are debarred, suspended, proposed for debarment, declared



ineligible or voluntarily excluded from participation in this procurement/contract by any government agency. Respondent also agrees to notify DES if its debarment status changes during the bid process or after receiving notice of contract award, if any. If respondent cannot certify this statement, attach a written explanation to the bid response for review.

### **3.18 Contract termination**

#### **a. Material breach**

A contractor may be terminated for cause by DES, at the sole discretion of DES, for failing to perform a contractual requirement or for a material breach of any term or condition. Material breach of a term or condition of the contract may include but is not limited to:

- Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the contract;
- Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the contract;
- Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
- Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the contractor's proper performance hereunder;
- Appointment of any receiver, trustee, or similar official for contractor or any of the contractor's property and such appointment endangers the contractor's proper performance hereunder;
- A determination that the contractor is in violation of federal, state, or local laws or regulations and that such determination renders the contractor unable to perform any aspect of the contract.

#### **b. Opportunity to cure**

In the event that contractor fails to perform a contractual requirement or materially breaches any term or condition, DES may issue a written cure notice. The contractor may have a period of time in which to cure. DES is not required to allow the contractor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of DES. Time allowed for cure shall not diminish or eliminate contractor's liability for liquidated or other damages, or otherwise affect any other remedies available against contractor under the contract or by law.

If the breach remains after contractor has been provided the opportunity to cure, DES may do any one or more of the following:

- Exercise any remedy provided by law;
- Terminate this contract and any related contracts or portions thereof;

- Procure replacements and impose damages as set forth elsewhere in this contract;
- Impose actual or liquidated damages;
- Suspend or bar contractor from receiving future solicitations or other opportunities;
- Require contractor to reimburse the state for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the contract.

**c. Termination for cause**

In the event DES, in its sole discretion, determines that the contractor has failed to comply with the conditions of this contract in a timely manner or is in material breach, DES has the right to suspend or terminate this contract, in part or in whole. DES shall notify the contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days or as otherwise specified by DES, or if such corrective action is deemed by DES to be insufficient, the contract may be terminated. DES reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the contractor or a decision by DES to terminate the contract.

In the event of termination, DES shall have the right to procure for all purchasers any replacement materials, supplies, services and/or equipment that are the subject of this contract on the open market. In addition, the contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

If it is determined that: (1) the contractor was not in material breach; or (2) failure to perform was outside of contractor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "termination for convenience." The rights and remedies of DES and/or the purchaser provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

**d. Termination for convenience**

Except as otherwise provided in this contract, DES, at the sole discretion of DES, may terminate this contract, in whole or in part by giving 30 calendar days or other appropriate time period written notice beginning on the second day after mailing to the contractor. If this contract is so terminated, purchasers shall be liable only for payment required under this contract for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the purchaser prior to the effective date of contract termination. Neither DES nor the purchaser shall have any other obligation whatsoever to the contractor for such termination. This

Termination for Convenience clause may be invoked by DES when it is in the best interest of the State of Washington.

**e. Termination for withdrawal of authority**

In the event that DES and/or purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this contract and prior to normal completion, DES may terminate this contract, in whole or in part, by seven calendar days written notice, or other appropriate time period, to contractor.

**f. Termination for non-allocation of funds**

If funds are not allocated to purchaser(s) to continue this contract in any future period, DES may terminate this contract with seven calendar days written notice, or other appropriate time period, to contractor, or work with contractor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for materials, supplies, services and/or equipment including the net remainder of agreed-to consecutive periodic payments remaining unpaid beyond the end of the then-current period. DES and/or purchaser agree to notify contractor in writing of such non-allocation at the earliest possible time.

No penalty shall accrue to the purchaser in the event this section shall be exercised. This section shall not be construed to permit DES to terminate this contract in order to acquire similar materials, supplies, services and/or equipment from a third party.

**g. Termination for conflict of interest**

DES may terminate this contract by written notice to contractor if it is determined, after due notice and examination, that any party to this contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this contract is so terminated, DES and/or purchaser shall be entitled to pursue the same remedies against contractor as it could pursue in the event that the contractor breaches this contract.

**h. Termination by mutual agreement**

DES and the contractor may terminate this contract in whole or in part, at any time, by mutual agreement.

**i. Termination procedure**

In addition to the procedures set forth below, if DES terminates this contract, contractor shall follow any procedures DES specifies in the termination notice.

Upon termination of this contract and in addition to any other rights provided in this contract, DES may require the contractor to deliver to the purchaser any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The purchaser shall pay to the contractor the agreed upon price, if separately stated, for completed work and service(s) Accepted by the purchaser, and the amount agreed upon by the contractor and the purchaser for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are Accepted by the purchaser, and (iv) the protection and preservation of property, unless the termination is for cause, in which case DES and the purchaser shall determine the extent of the liability of the purchaser. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The purchaser may withhold from any amounts due the contractor such sum as DES and purchaser determine to be necessary to protect the purchaser against potential loss or liability.

The rights and remedies of DES and/or the purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by DES, the contractor shall:

- Stop all work, order fulfillment, shipments, and deliveries under the contract on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the contract except as is necessary to complete or fulfill such portion of the contract that is not terminated;
- Complete or fulfill such portion of the contract that is not terminated in compliance with all contractual requirements;
- Assign to the purchaser, in the manner, at the times, and to the extent directed by DES on behalf of the purchaser, all of the rights, title, and interest of the contractor under the orders and subcontracts so terminated, in which case the purchaser has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DES and/or the purchaser to the extent DES and/or the purchaser may require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to the purchaser and deliver in the manner, at the times, and to the extent directed by DES on behalf of the purchaser any property which, if the contract had been completed, would have been required to be furnished to the purchaser;
- Take such action as may be necessary, or as DES and/or the purchaser may direct, for the protection and preservation of the property related to this



contract which is in the possession of the contractor and in which DES and/or the purchaser has or may acquire an interest.

**4. Primary Contacts:** The primary contact individual (or their named successor) for this Participating Addendum is as follows:

**Lead State**

Name:	Susan Kahle, Materials Management Division State of Minnesota
Address:	112 Administrative Building, 50 Sherburne Ave. St Paul, MN 55155
Telephone:	651.201.2434
Fax:	651.297.3996
E-mail:	Susan.kahle@state.mn.us

**Contractor**

Name	Curtis Wescott, NASPO ValuePoint Contract Manager
Address	2405 W. Utopia Rd, Phoenix, AZ 85027
Telephone	623-879-8882 ext. 124
Email	curtisw@transource.com

**Entity**

Name	Momi Friedlander Contract Specialist Department of Enterprise Services
Address	1500 Jefferson Street SE, Olympia, WA 98501
Telephone	360-407-8505
Email	Momi.friedlander@des.wa.gov

**5. Minority and Women's Business Enterprises (MWBE)**

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its contracts by minority and woman-owned businesses firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community. In addition, the state welcomes participation by self-identified minority and woman owned firms and strongly encourages such firms to become certified by OMWBE.

Participation may be as a subcontractor to Contractor. However, unless required by federal statutes, regulations, grants, or contract terms no preference will be included in the evaluation of bids

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original solicitation shall apply. Contact OMWBE for information on other certified firms for potential sub-contracting arrangements. DES encourages participation by non-MWBE firms as well as MWBE firms. Prior to performance, an awarded bidder that is a MWBE or intends to use MWBE subcontractors is encouraged to identify the participating firm(s) to DES.

### **5.1. Public records and exempt information**

All documents submitted by said Contractor to DES during the performance of this agreement shall become public records. They are subject to disclosure unless specifically exempt under Revised Code of Washington (RCW) 42.56 (The Public Records Act).

**Confidential documents:** DES strongly discourages submittal of any confidential material. DES considers confidential material to be any portion of your submittal clearly marked all or in part "Confidential," "Proprietary" or "Trade Secret" (or the equivalent).

- DES reserves the right to return, reject or disqualify any submittal that includes confidential material.

**Public records requests:** If a public records request seeks to view or obtain a copy of your RFP submittal, and if your submittal includes content clearly marked "Confidential," "Proprietary" or "Trade Secret" (or the equivalent), DES will:

- Notify you of the date DES will disclose the requested records;
- Give you an opportunity to seek a court order that stops DES from disclosing the records.

DES shall not:

- Evaluate or defend your claim of confidentiality. It is your responsibility to support your claim and take appropriate legal action to do so;
- Withhold or redact your documents without a court order.

Questions about the confidentiality of your submittal can be directed to the Procurement Coordinator or the DES Public Records Officer at (360) 407-8768 or [publicrecords@des.wa.gov](mailto:publicrecords@des.wa.gov).

### **5.2 Legal notices**

Any notice or demand or other communication required or permitted to be given under the contract or applicable law (except notice of malfunctioning Equipment) will be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax numbers, e-mail addresses provided in the *Authorized Offer and Contract Signature Page* below. For purposes of complying with any provision in the contract or applicable law that requires a "writing," such communication, when digitally signed netshall be considered to be "in writing" or "written" to an extent no less than if it were in paper form. Notices will be effective upon receipt or four business days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to the contract is served upon contractor or DES, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. The contractor and DES

further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

### 5.3. Liens, claims and encumbrances

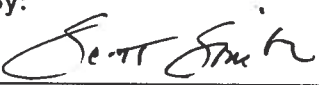
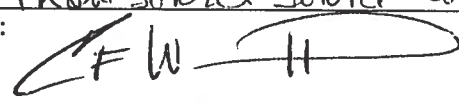
All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if DES or the purchaser requests, a formal release of same shall be delivered to the respective requestor.

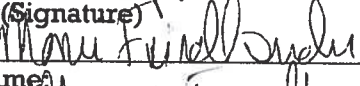
**6. Subcontractors:** Authorized dealers and resellers authorized in the State of Washington are approved to provide sales and service support to participants authorized by this Participating Addendum and shall be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

**7. Orders:** Any Order placed by a Purchasing Entity for a Product and/or Service available from this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement.

Purchase orders must be submitted with a valid quote and written acceptance from agency prior to contract performance.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: <u>WASHINGTON</u>	Contractor: <u>Transsource Service Corp.</u>
By: 	By: 
Name: <u>SCOTT SMITH</u>	Name: Curtis Wescott
Title: <u>STATE IT PROCUREMENT MGR</u>	Title: NASPO ValuePoint Contract Manager
Date: <u>9/30/15</u>	Date: 09/29/2015

Participating State: <u>Washington</u>	Participating State:
By(Signature) 	By(Signature)
Name: <u>Momi Friedlander</u>	Name:
Title: <u>Contract Specialist</u>	Title:
Date: <u>30 Sept. 2015</u>	Date:



STATE OF MINNESOTA  
Materials Management Division  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
Voice: 651.296.2600  
Fax: 651.297.3996



**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD  
WITH  
TRANSOURCE SERVICE CORPORATION  
FOR**

**COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, Storage  
including Related Peripherals & Services)**

To: Transource Service Corporation  
2405 W. Utopia Road  
Phoenix, Arizona 85027

CONTRACT NO:

MNWNC-130

Contract Vendor Administrator:  
Curtis Wescott  
Email: [curtisw@transource.com](mailto:curtisw@transource.com)  
Phone: 623.879.8882 ext 24

CONTRACT PERIOD:

April 1, 2015, or upon final  
executed signatures,  
whichever is later

Through

March 31, 2017

EXTENSION OPTION:

UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement; 2. Minnesota WSCA-NASPO Master Agreement; 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed intending to be bound thereby.

**1. TRANSOURCE SERVICE CORPORATION**

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Signature  
Curtis Wescott

Title: Contract Manager

Date: 2-12-2015

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

Signature

Printed Name

Title: \_\_\_\_\_

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

**2. MINNESOTA MATERIALS MANAGEMENT DIVISION**

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: [Signature]

Title: Master Agreement Administrator

Date: 2/13/15

**3. MINNESOTA COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

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

Date: Original signed

**FEB 26 2015**

**By Lucas J. Jannett**



## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD TABLE OF CONTENTS

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TABLE OF CONTENTS .....	2
SUMMARY .....	3
EXHIBIT A - TERMS & CONDITIONS .....	5
EXHIBIT B - PRICING .....	23
EXHIBIT B - PRICING SCHEDULE .....	25
EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS) .....	26
EXHIBIT D - WEBSITE .....	27
EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF) .....	28
EXHIBIT F - REPORTING .....	30
EXHIBIT G - DEFINITIONS .....	31



## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD SUMMARY

1. **BACKGROUND.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for **Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services).**

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

Band 1: Desktop	Band 4: Server
Band 2: Laptop	Band 5: Storage
Band 3: Tablet	

The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

2. **EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017 with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.
3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.
4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000
Services	Addressed by each State in participating addendum

\* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

**5. RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

**a. Software**

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

**b. Services**

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

**c. Third Party Products**

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

**d. Additional Product/Services**

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

**6. PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.



## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT A - TERMS & CONDITIONS

### MASTER AGREEMENT TERMS AND CONDITIONS

#### A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:**

- a. A Participating Entity's Participating Addendum ("PA");
- b. Minnesota WSCA-NASPO Master Agreement
- c. The Solicitation including all Addendums; and
- d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as



specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
7. **MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:  
  
Susan Kahle  
Acquisition Management Specialist  
Department of Administration  
Materials Management Division  
50 Sherburne Avenue  
112 Administration Building  
St. Paul, MN 55155  
  
Fax: 651.297.3996  
E-mail: [susan.kahle@state.mn.us](mailto:susan.kahle@state.mn.us)
8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR .** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.  
  
By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.  
  
If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:
  - a. clearly mark all trade secret materials at the time the information is submitted;
  - b. include a statement with regard to the information justifying the trade secret designation for each item; and,
  - c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.
9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us). The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.
10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.
11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

**12. IRREVOCABLE OFFER.** In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

**13. MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
- b. gives the Lead State something significantly different from that which the Lead State requested.

**14. NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

**15. NOTICES.** If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

**STATE OF MINNESOTA:**

MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR  
112 Administration Bldg.  
50 Sherburne Avenue  
St. Paul, MN 55155  
651-296-2600

# MASTER AGREEMENT TERMS AND CONDITIONS

## B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");
2. Minnesota WSCA-NASPO Master Agreement
3. The Solicitation including all addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.
4. **ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
5. **ASSIGNMENT/SUBCONTRACT.** Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.
6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.
7. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF.**
  - 7.1 **Confidentiality.** Contract Vendor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential

or would by its nature be deemed confidential obtained by Contract Vendor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contract Vendor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contract Vendor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contract Vendor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractor of Contract Vendor who can be shown to have had no access to the Confidential Information

**7.2 Non-Disclosure.** Contract Vendor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contract Vendor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contract Vendor shall advise Participating Entity immediately if Contract Vendor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contract Vendor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contract Vendor against any such person. Except as directed by Participating Entity, Contract Vendor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contract Vendor shall turn over to Participating Entity all documents, papers, and other matter in Contract Vendor's possession that embody Confidential Information. Notwithstanding the foregoing, Contract Vendor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

**7.3 Injunctive Relief.** Contract Vendor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contract Vendor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

**7.4 Participating Entity** is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT.** The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES.**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
  - i. Nonperformance of contractual requirements; or
  - ii. A material breach of any term or condition of this Master Agreement; or
  - iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
  - iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
  - v. Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an

opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

- c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
    - i. Exercise any remedy provided by law; and
    - ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
    - iii. Impose liquidated damages as provided in this Master Agreement; and
    - iv. Suspend Contract Vendor from receiving future bid solicitations; and
    - v. Suspend Contract Vendor's performance; and
    - vi. Withhold payment until the default is remedied.
  - d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
10. **DELIVERY.** Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.
11. **FORCE MAJEURE.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.
12. **GOVERNING LAW.** This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
13. **INDEMNIFICATION.** DELETED SEE SECTION 2C17.
14. **INDEMNIFICATION – INTELLECTUAL PROPERTY.** DELETED SEE SECTION 2C17.
15. **INDEPENDENT CONTRACT VENDOR.** The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.
16. **INDIVIDUAL CUSTOMER.** Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.
17. **INSURANCE.** Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b. Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

- 18. LAWS AND REGULATIONS.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

- 19. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY. DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.**

- 20. NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

- 21. ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

- 22. PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

- 23. PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

- 24. PAYMENT.** Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After

45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

- 25. PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.
- 26. RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

- 27. REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.
- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).
  - b. **Detailed Sales Data.** Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.

Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.

- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.

- d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

**28. ACCEPTANCE AND ACCEPTANCE TESTING.**

- a. **Acceptance.** Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31<sup>st</sup> day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.
- b. **Acceptance Testing.** The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

**29. SYSTEM FAILURE OR DAMAGE.** In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

**30. TITLE OF PRODUCT.**

**OWNERSHIP**

- a. **Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.
- b. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.
- c. Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. The Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement.

**31. WAIVER OF BREACH.** Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall



not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.

32. **WARRANTY.** The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following:: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.

For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

# MASTER AGREEMENT TERMS AND CONDITIONS

## C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at [http://www.mmd.admin.state.mn.us/pdf/accessibility\\_standard.pdf](http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf)

Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
5. **AMERICANS WITH DISABILITIES ACT (ADA).** DELETED.
6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
  - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.  
Instructions for certification:
    1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
    2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
  4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
  5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
  8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
1. The prospective lower tier participant certifies, by submission of this proposal, 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 prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
9. **CHANGE REQUESTS.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already

established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.
11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, , including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.
12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.
13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.
14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.
15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple

award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

#### AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - (b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - (c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - (d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - (e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance

by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

- f. **Certification.** The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

- 17. INDEMNIFICATION** The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the Lead State and the Participating Entity arising from the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

- 18. INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Master Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the Participating Entity, the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the Participating Entity the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law

- 19. JURISDICTION AND VENUE.** This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

- 20. LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

- 21. NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

**22. NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

**23. ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

**24. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY.**

Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

**25. PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

**26. PREFERENCE.**

**Targeted/Economically Disadvantaged.** In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to



the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us) under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

**Reciprocal Preference.** In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

**Veteran.** In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by:**

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response. If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

- 27. PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.
- 28. PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.
- 29. PURCHASE ORDERS.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract
- 30. RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:
- a. reject any and all responses received;
  - b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
  - c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
  - d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
  - e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and

- f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.
- 31. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
- 32. SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
- 33. STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.
- 34. SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.
- 35. TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37



## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT B - PRICING

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1. **BAND(S) AWARDED:** Band 1: Desktop Band 2: Laptop Band 3: Tablet Band 4: Server Band 5: Storage.
2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.
3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.
4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.
5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.
6. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.
8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.
9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: <http://www.wnpsp.com/index.html>. States and other Participating Entities can choose to purchase these packages without any signing additional documents.
10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.
11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.
13. **FREIGHT.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.
14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.



## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT B - PRICING SCHEDULE

### 1. BASELINE PRICE LIST: TRANSOURCE MSRP

**LINK:** <http://www.transource.com/customers/wsca/BasePriceSheet.asp>

### 2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)

CATEGORY	MINIMUM DISCOUNT
BAND 1 DESKTOP	24%
BAND 2 LAPTOP	24%
BAND 3 TABLET	10%
BAND 4 SERVER	31%
BAND 5 STORAGE	31%

**CATEGORY EXCEPTION:** Product Promotions

**1%**

**IMPORTANT:** The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.

### 3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)

43211724 10%

### 4. SERVICES

Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of manufacturer's hardware includes a three year warranty. Customer may purchase warranty upgrades for certain hardware as offered. For standard warranty information <http://www.transource.com/support/default.asp>

Accidental Damage – Complete Care: \$150

Break/fix non warranty: \$75/hour

Desktop Installation: (options: copper, sterling and turquoise – see website for details)

Copper=\$25

Sterling Silver=\$40

Turquoise=\$75

Training \$65/hour

**INCLUDED:** 3 year warranty, image loading, image consulting, asset tagging, consulting, staging/deployment (products needing staging prior to deployment will be stored in contract vendor warehouse at no additional cost)

### 5. LEASING

Contract Vendor does not offer leasing.

### 6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.

#### a. Per Transaction Multiple Unit:

Over \$250,000 = up to 1.5% additional on Transource systems from Baseline Pricing or .5% on peripherals

Over \$500,000 = up to 2% additional on Transource systems from Baseline Pricing or .75% on peripherals

Over \$1 million - up to 3% additional on Transource systems from Baseline Pricing or 1% on peripheral

#### b. Cumulative Discounts are based on Total Master Agreement Sales:

Over \$20 million – Additional .5% from Baseline Pricing

Over \$50 million – Additional 1% from Baseline Pricing

Over \$100 million – Additional 1.5% from Baseline Pricing

#### c. Annual Volume Discounts:

Over \$2 million – Additional .5% from Baseline Pricing

Over \$5 million – Additional 1% from Baseline Pricing

Over \$10 million – Additional 1.5% from Baseline Pricing



## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
  - a. Band number
  - b. Part # - SKU #
  - c. Manufacturer
  - d. Description
  - e. Minimum Discount
  - f. Category Code (This code will be refined during the approval process)
  - g. Other fields approved by the Lead State
2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME \_\_\_\_\_

DATE: \_\_\_\_\_

BASELINE PRICE LIST: \_\_\_\_\_

LINK: \_\_\_\_\_

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
  - a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
  - b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
  - c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
  - d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
  - e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.



## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.
2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
  - a) Baseline Price List and historic versions
  - b) Approved Product and Service Schedule (PSS)
  - c) Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
  - d) Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
  - e) Link to the WSCA-NASPO EmarketCenter
  - f) Online ordering capability with the ability to remember multiple ship to locations if applicable to product
  - g) Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
  - h) Sales representatives for participating entities
  - i) Purchase order tracking
  - j) Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
  - k) Additional Terms may not be posted on the Website without written approval of the Lead State
  - l) Link to the WSCA-NASPO EmarketCenter if a State is participating
  - m) Information on accessibility and accessible products
  - n) If participating in Premium Savings Package Program, lead with these products and display prominently on the website
  - o) Links to environmental certification, including but not limited to take-back/recycling programs,
  - p) Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.
  - q) Service options, service agreements for negotiations when allowed by a participating addendum
  - r) EPEAT, Energy Star, etc.
  - s) Link to Signed Participating Addendums
  - t) Link to Signed Master Agreement
  - u) Link to solicitation and Response.
3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.





COMPUTER EQUIPMENT  
2014-2019



**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD**  
**EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)**

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: \_\_\_\_\_

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement # \_\_\_\_\_ with \_\_\_\_\_ (Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

\_\_\_\_\_ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: \_\_\_\_\_

Action Log: \_\_\_\_\_ Verify Log is attached

**SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:**

- |  |  |
|--|--|
| <input type="checkbox"/> Update of Product & Service Schedule                        | Provide summary of additions, deletions and pricing changes.         |
| NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED |  |
| <input type="checkbox"/> Quarterly Self Audit  | Check this box to verify the Quarterly Self Audit has been completed |
| <input type="checkbox"/> Third Party Product Addition                                | Provide warranty Guarantee   |
| <input type="checkbox"/> Marketing Approval  | Attach Materials for review  |
| <input type="checkbox"/> Material Website Change                                     | Describe and provide link for review                                 |
| <input type="checkbox"/> Miscellaneous Inquiry                                       | Provide detail (e.g. key contact change, etc.)                       |

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: \_\_\_\_\_ Name of Requester: \_\_\_\_\_

Title of Requester: \_\_\_\_\_





## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT F - REPORTING

- OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.
- DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

### 3. REQUIRED REPORTS:

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: <a href="http://www.naspo.org/WNCPO/Calculator.aspx">http://www.naspo.org/WNCPO/Calculator.aspx</a> 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)



## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WSA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT G - DEFINITIONS

**Acceptance.** See Master Agreement Terms regarding Acceptance and Acceptance Testing.

**Accessory.** Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

**Bands:** For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

**BAND 1: DESKTOP.** A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.

**BAND 2: LAPTOP.** A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**BAND 3: TABLET.** A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

**BAND 4: SERVER.** A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**BAND 5: STORAGE.** Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

~~**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement. BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.~~

**Cloud Services.** Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

**Contract Vendor or Contractor.** The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

**Components.** Parts that make up a computer configuration.

**Configuration.** The combination of hardware and software components that make up the total functioning system.

**Desktop.** This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

**Energy Star®.** A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

**EPEAT.** A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard - and website [www.epeat.net](http://www.epeat.net) to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

**FOB Destination.** Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

**FOB Inside Delivery.** Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

**General Consulting.** Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. <https://www.revisor.mn.gov/statutes/?id=16C.08>

**Laptop.** This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

**Lead State.** The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

**Manufacturer.** A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

**Master Agreement.** The underlying agreement executed by and between the Lead State and the Contract Vendor.

**Middleware.** Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

**Options.** An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

**Order.** A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

**Participating Addendum.** A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

**Participating States.** States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

**Participating Entity.** A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

**Partner.** A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

**Peripherals.** A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories.

Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

**Per Transaction Multiple Unit Discount.** A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

**Premium Savings Packages.** Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See <http://www.wnps.com/index.html>.

**Purchasing Entity** – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

**Ruggedized.** This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

**Services.** Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. **EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.**

**Server.** This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**Storage.** This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**Storage Area Network.** A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

**Storage as a Service (STaaS).** An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

**Software.** For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

**Tablet.** This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

**Takeback Program.** The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

**Third Party Products.** Products sold by the Contract Vendor which are manufactured by another company.

**Upgrade.** Refers to replacement of existing software, hardware or hardware component with a newer version.

**Warranty.** The Manufacturers general warranty tied to the product at the time of purchase.

**Wide Area Network or WAN.** A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

**WSCA-NASPO.** The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

## State Of Minnesota - Affirmative Action Certification

If your contract is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes § 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

**BOX A** - For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to **BOX B**.

Your contract will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR);

—or—

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the contract is due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. Proceed to **BOX C**. Include a copy of your certificate with your response.
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date). Proceed to **BOX C**.
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our contract will be rejected. Proceed to **BOX C**. Contact the Minnesota Department of Human Rights for assistance. (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

**BOX B** - For those companies not described in **BOX A**.

Check below.

- ☒ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. Proceed to **BOX C**.

**BOX C** - For all companies:

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: Insurance Services Corp. DBA Transworld Date: 2/11/15  
Authorized Signature: Chad Wentz Telephone number: 623-829-8882 ext. 2432  
Printed Name: Chad Wentz Title: HR Manager

For assistance with this form, contact:  
Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr>  
Email: [compliance@mdhr.state.mn.us](mailto:compliance@mdhr.state.mn.us)

TC Memo: 651-539-1095

Toll Free: 800-657-3704  
TTY: 651-296-1283

Contract Affirmative Action Certification Page, Revised 9/04

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529



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

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

<b>PRODUCER</b> Willis of Arizona, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> <b>NAME:</b> <b>PHONE</b> (A/C, No. Ext): 1-877-945-7378 <b>FAX</b> (A/C, No.): 1-888-467-2378 <b>E-MAIL</b> ADDRESS: certificates@willis.com															
<b>INSURED</b> Transource Service Corporation DBA: Transource Computers 2405 W Utopia Rd Phoenix, AZ 85027	<table border="1"> <thead> <tr> <th data-bbox="771 396 1352 405">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1352 396 1513 405">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="771 405 1352 415">INSURER A: <u>Atlantic Specialty Insurance Company</u></td> <td data-bbox="1352 405 1513 415">27154</td> </tr> <tr> <td data-bbox="771 415 1352 426">INSURER B:</td> <td data-bbox="1352 415 1513 426"></td> </tr> <tr> <td data-bbox="771 426 1352 434">INSURER C:</td> <td data-bbox="1352 426 1513 434"></td> </tr> <tr> <td data-bbox="771 434 1352 445">INSURER D:</td> <td data-bbox="1352 434 1513 445"></td> </tr> <tr> <td data-bbox="771 445 1352 455">INSURER E:</td> <td data-bbox="1352 445 1513 455"></td> </tr> <tr> <td data-bbox="771 455 1352 466">INSURER F:</td> <td data-bbox="1352 455 1513 466"></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <u>Atlantic Specialty Insurance Company</u>	27154	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																
INSURER E:																
INSURER F:																
<b>COVERAGES</b>	<b>CERTIFICATE NUMBER</b>															

## COVERAGES

**CERTIFICATE NUMBER:W767791**

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.

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. HEREIN IS SUBJECT TO ALL THE TERMS.														
INSR LTR	TYPE OF INSURANCE			ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y		711013251-0002	04/15/2014	04/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$					
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$					
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$ \$					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N <input type="checkbox"/> N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below								406-04-18-06-0000 04/01/2014 04/01/2015			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000		

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

Re: RFP Computer Equipment: (Desktops, Laptops, Tablets, Servers, Storage, Ruggedized Devices including related Peripherals & Services)

State of Minnesota is included as an Additional Insured as respects to General Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

**CERTIFICATE HOLDER**

State of Minnesota  
Materials Management Division  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155

## 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**

James McInnis

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## @VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured – Broad Form Vendors	8. Coverage Territory – Worldwide
2. Additional Insured – by Contract, Agreement or Permit relating to: <ul style="list-style-type: none"><li>o Work performed by you</li><li>o Premises you own, rent, lease or occupy</li><li>o Equipment you lease</li></ul>	9. Duties in Event of Occurrence, Claim or Suit
3. Aggregate Limit Per Location	10. Expected or Intended Injury (PD)
4. Blanket Waiver of Subrogation	11. Incidental Medical Malpractice
5. Bodily Injury Redefined – Mental Anguish	12. Medical Payments
6. Broadened Named Insured	13. Mobile Equipment Redefined
7. Broadened Property Damage <ul style="list-style-type: none"><li>o Borrowed Equipment</li><li>o Customers' Goods</li><li>o Use of Elevators</li></ul>	14. Newly Acquired or Formed Organizations
	15. Non-Owned Aircraft
	16. Non-Owned Watercraft
	17. Personal and Advertising Injury
	18. Product Recall Expense
	19. Supplementary Payments Increased Limits

#### 1. ADDITIONAL INSURED – BROAD FORM VENDORS

**Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

a. This provision 1. does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty not authorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (a) The exceptions contained in Subparagraphs 4. or 6.; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) Any vendor, person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

## **2. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT**

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or
3. In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

b. The insurance provided to the additional insured herein is limited. This insurance does not apply:

1. Unless

(a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and

(b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";

2. To any person or organization included as an insured under the Additional Insured – Broad Form Vendors provision of this endorsement;

3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;

4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:

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

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

5. To any:

(a) Lessor of equipment after the equipment lease terminates or expires; or

(b) Owners or other interests from whom land has been leased; or

(c) Managers or lessors of premises if:

(1) The "occurrence" takes place after you cease to be a tenant in that premises; or

(2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

6. To "bodily injury, or "property damage" occurring after:

(a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

- These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

a. Under **Section III – Limits of Insurance**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.

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

**Section IV – Transfer of Rights of Recovery Against Others to Us** Condition is amended to add the following:

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

The insurance afforded herein does not apply to any entity which is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "Customers' Goods" is \$35,000 per "occurrence".

- b. Under **Section V – Definitions**, the following definition is added:

"Customers' Goods" means goods of your customer on your premises for the purpose of being:

1. Repaired; or
2. Used in your manufacturing process.

- c. The insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess provisions in the **COMMERCIAL GENERAL LIABILITY CONDITIONS**.

## **8. COVERAGE TERRITORY – WORLDWIDE**

The definition of "coverage territory" is replaced by the following:

"Coverage territory" means anywhere provided the insured's responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

## **9. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**Section IV – Duties In The Event Of Occurrence, Claim or Suit** is amended by adding the following paragraphs:

- a. The requirements that you must

1. notify us of an "occurrence" offense, claim or "suit" and
2. send us documents concerning a claim or "suit"

apply only when such "accident" claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer of the corporation or insurance manager, if you are a corporation; or
4. A manager, if you are a limited liability company.

- b. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers compensation claim, you must comply with the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**.

## **10. EXPECTED OR INTENDED INJURY (PROPERTY DAMAGE)**

The **Expected Or Intended Injury** exclusion under **Coverage A Bodily Injury and Property Damage** is replaced by:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## **11. INCIDENTAL MALPRACTICE – EMPLOYED PHYSICIANS, NURSES, EMT'S AND PARAMEDICS**

- a. Under **Section II – Who Is An Insured**, the paragraph that excludes an employee or volunteer worker as insured for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services does not apply to a physician, dentist, nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

- b. The insurance afforded by this provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess Insurance provisions in the **COMMERCIAL GENERAL LIABILITY CONDITIONS**.

## **12. MEDICAL PAYMENTS – INCREASED LIMITS AND TIME PERIOD**

In the Insuring Agreement under **Coverage C – Medical Payments**, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.

- a. The Medical Expense Limit is \$15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
- b. This provision 12. does not apply if **Coverage C – Medical Payments** is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

## Page 5 of 7

## 18. PRODUCT RECALL EXPENSE

With respect to this Provision 18., the **Recall Of Products, Work Or Impaired Property** exclusion under **Coverage A Bodily Injury And Property Damage Liability** is deleted.

a. The following is added to **Section III - Limits Of Insurance** section:

1. The Limits of Insurance shown in the Product Recall Schedule and rules below fix the most we will pay regardless of the number of
  - (a) Insureds;
  - (b) "Covered recalls" initiated; or
  - (c) Number of "your products" recalled.
2. The Product Recall Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
3. Subject to 2. above, the Each Product Recall Limit is the most we will reimburse you for the sum of all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.
4. Subject to 3. above, we will pay only the amount of "product recall expenses" in excess of the deductible amount shown in the Product Recall Schedule.

Products Recall Schedule	
	Limits of Insurance
Product Recall Aggregate Limit	\$50,000
Each Product Recall Limit	\$25,000
Each Product Recall Deductible	\$1,000
If any limits and deductible other than those above are shown in the Declarations as the Products Recall Expense Limits, the amounts shown in the Declarations will replace the Limits of Insurance and deductible provided for this coverage.	

The Limits of Insurance for this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

b. The following is added to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** provision under **Section IV - Conditions**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

1. Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
2. Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance;
3. As often as may be reasonably required, permit us to inspect "your product" that demonstrates the need for the "covered recall" and permit us to examine your books and records. Also permit us to take damaged and undamaged samples of "your products" for inspection, testing and analysis; and permit us to make copies from your books and records;
4. Send us a signed, sworn, proof of loss containing the information we requested to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms; and
5. Permit us to examine any insured under oath, while not in the presence of any other insured and at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.



**c. The following definitions are added to the Definitions Section:**

1. "Covered recall" means a recall made necessary because the insured or a government body has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in or will result in "bodily injury" or "property damage".
2. "Product Recall Expense" means:
  - (a) The following necessary and reasonable expenses you incur exclusively for the purpose of recalling "your product":
    - (1) For communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
    - (2) For shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
    - (3) For remuneration paid to your regular "employees" for necessary overtime;
    - (4) For hiring additional persons, other than your regular "employees";
    - (5) Incurred by "employees", including transportation and accommodations;
    - (6) To rent additional warehouse or storage space; or
    - (7) For disposal of "your products", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal, but

**"product recall expenses" does not include costs of regaining your market share, goodwill, revenue or profit.**

- (b) "Product Recall Expense" does not include any expenses resulting from:
- (1) Failure of any product to accomplish its intended purpose;
  - (2) Breach of warranties of fitness, quality, durability or performance;
  - (3) Loss of customer approval, or any cost incurred to regain customer approval;
  - (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
  - (5) Caprice or whim of the insured;
  - (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance; and
  - (7) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found

## 19. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

**Under Section I – Coverages, Supplementary Payments – Coverages A and B, paragraphs 1.b. and 1.d. are replaced by the following:**

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## 1

### A. Cancellation

- ## B. When We Do Not Renew

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

**This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.**

**This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:**

- ### E. Examination of Your Books and Records

## F. Inspections and Surveys

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

**VIL 001 02 05**

#### **G. Liberalization**

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

#### **H. Premiums**

1. All Named Insureds shown in the Declarations are jointly and severally liable and responsible for the payment of all premiums.
2. The first Named Insured shown in the Declarations will be the payee of any return premiums we pay.

#### **I. Premium Audit**

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### **J. Transfer of Your Rights and Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

#### **K. Unintentional Errors or Omissions**

Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy, provided such failure or omission is not intentional. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**EXHIBIT B**  
**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. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<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)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2018

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

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

<b>PRODUCER</b> Brown & Brown Insurance of AZ, Inc 2800 North Central Avenue, Suite 1600 Phoenix AZ 85004	<b>CONTACT NAME:</b> Hope Engles	
	<b>PHONE (A/C, No, Ext):</b> 602-277-6672	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> hengles@bbphoenix.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Hanover American Insurance Co	36064
<b>INSURED</b> Transource Services Corp. dba Transource Computers 2405 W. Utopia Road Phoenix AZ 85027	<b>INSURER B:</b> Allmerica Financial Benefit Insurance Company	41840
	<b>INSURER C:</b> Hanover Insurance Co	22292
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 1526247542**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 <input type="checkbox"/> OTHER:	Y	Y	ZZ4-D544853-00	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" 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	Y	Y	AW4-D546214-00	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			UH4-D544854-00	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	W24-D546229-00	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 Retro Date 4/15/2010			LH4-D545293-00	4/1/2018	4/1/2019	Aggregate Deductible 2,000,000 50,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Property in Transit \$100,000 \$2,500 deductible.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane  
FL 7  
808 W. Spokane Falls Blvd  
Spokane WA 99201-3333

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

##### Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
  - (4) Will not be broader than coverage provided to any other insured.
  - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## 2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

### Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

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



## **b. Excess Insurance**

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

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

## **c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

## **3. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

## **4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS**, Definition **3.** "bodily injury" is replaced by the following:

**3.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

## **5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

**a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3)**, **(4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

**b.** The following is added to **SECTION V – DEFINITIONS**:

**24.** "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

#### 6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

#### 7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

##### Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

#### 8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

#### 9. Newly Acquired Or Formed Organizations

**SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

#### 10. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

##### g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

#### 11. Supplementary Payments Increased Limits

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

#### 12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

#### 13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT – TECHNOLOGY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

1.	Additional Insured – Broad Form Vendors	Included
2.	Additional Insured – Employee and Volunteer Worker Broadened Bodily Injury Coverage	Included
3.	Aggregate Limit per Location	Included
4.	Aircraft – Nonowned Hired, Chartered or Loaned with Paid Crew	Included
5.	Alienated Premises	Included
6.	Broad Form Named Insured	Included
7.	Damage to your Product	\$50,000
8.	Extended Property Damage	Included
9.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
10.	Mobile Equipment Redefined	Included
11.	Personal Injury – Broad Form	Included
12.	Product Recall Expense	
	- Each Occurrence Limit	\$25,000
	- Aggregate Limit	\$50,000
	- Deductible	\$500
13.	Property Damage Legal Liability – Broad Form - Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	\$1,000,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – WHO IS AN INSURED:**

##### Additional Insured – Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.
- b. The insurance afforded to such vendor described above:
  - (1) Only applies to the extent permitted by law;
  - (2) Will not be broader than the insurance

which you are required by the contract or agreement to provide for such vendor;

- (3) Will not be broader than coverage provided to any other insured; and
- (4) Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:
 

The insurance afforded to the vendor does not apply to:

  - (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This

exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (a) The exceptions contained within the exclusion in sub-paragraphs (4) or (6) above; or
  - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
- (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## **2. Additional Insured – Employee and Volunteer Worker Broadened Bodily Injury Coverage**

The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 2.a.(1):

Your "employees" and "volunteer workers" are insured for "bodily injury" that results from the providing of or failure to provide first aid by an "employee" or "volunteer worker", other than a licensed medical provider.

## **3. Aggregate Limit Per Location**

- a. **SECTION III – LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS:**

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

## **4. Aircraft – Nonowned Hired, Chartered or Loaned with Paid Crew**

The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph g.:

This exclusion does not apply to:

### **g. Aircraft, Auto or Watercraft**

An aircraft you do not own that is hired, chartered or loaned with a paid crew.

This exception does not apply if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

## 5. Alienated Premises

**SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions,** subparagraph **j.(2)** is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

## 6. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

- a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;
- b. That is not a partnership, joint venture or limited liability company; and
- c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

## 7. Damage to Your Product

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions,** subparagraph **k. Damage to Your Product** is replaced by the following:

"Property damage" to "your product" if caused by any of the following:

- (1) Delay in, or failure to begin, complete or deliver, "your product";
- (2) Loss of market;
- (3) Any fraudulent, malicious, criminal or intentional act committed by an insured or with an insured's consent or knowledge; or
- (4) Wear or tear, or gradual deterioration.

Subject to the Products Completed Operations Aggregate Limit, the Damage to "Your Product" Limit shown in the Schedule above is the most that we will pay because of all "property damage" to "your product" arising out of any one "occurrence".

Coverage provided by this section is subject to the Retention stated in the Declarations, and is subject to all other policy terms and conditions.

## 8. Extended Property Damage

**SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions,** subparagraph **a.** is replaced by the following:

### a. Expected or intended Injury

Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## 9. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

**SECTION II – WHO IS AN INSURED, Paragraph 2.a.(1)(d)** does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

## 10. Mobile Equipment Redefined

**SECTION V – DEFINITIONS, Definition 12.** "Mobile Equipment", paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

## 11. Personal Injury – Broad Form

a. **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions,** subparagraph **e.** is deleted.

b. **SECTION V – DEFINITIONS, Definition 14,** "Personal and advertising injury" subparagraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION V – DEFINITIONS, Definition 14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment,

prospective employment or termination of any person or persons by an insured.

d. The following is added to **SECTION V – DEFINITIONS**:

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

**12. Product Recall Expense**

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph n. is replaced by the following:

n. **Recall of Products, Work or Impaired Property**

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

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

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion does not apply to "product recall expenses" resulting solely from:

- (4) Failure of any products to accomplish their intended purpose;
- (5) Breach of warranties of fitness, quality, durability or performance;
- (6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 3.:

**COVERAGE A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE**:

**Product Recall Expense Limits of Insurance**

a. The Limits of Insurance shown in the **SUMMARY OF COVERAGES** of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the

Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

**g. Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and
- (2) Cease any further release, shipment, consignment or any other method of

distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. The following definitions are added to **SECTION V – DEFINITIONS:**

"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) Remuneration paid to your regular "employees" for necessary overtime;
- (4) Hiring additional persons, other than your regular "employees";
- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expenses to rent additional warehouse or storage space;
- (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
  - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

**13. Property Damage Legal Liability – Broad Form**



- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph **6.** is replaced by the following:

6. Subject to Paragraph **5.** above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage

results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

- c. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance**, subparagraph **b. Excess Insurance**, item **(a)(ii)** is replaced by the following:

- (ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

- d. **SECTION V – DEFINITIONS**, Definition **9. "Insured contract"**, Paragraph **a.** is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

**A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:**

**Additional Insured if Required by Contract**

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

**B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:**

**Primary and Non-Contributory**

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

**C. This endorsement will apply only if the "accident" occurs:**

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

**D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE  
BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

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

**1. CANCELLATION EXTENSION**

Paragraph **A. CANCELLATION 2. b.** of the **COMMON POLICY CONDITIONS** is replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

- d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

**SECTION I - COVERED AUTOS**

- 2. EMPLOYEE HIRED "AUTOS"**  
**Description Of Covered Auto Designation Symbols; Symbol 8** is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

**SECTION II - LIABILITY COVERAGE**

**3. BROADENED NAMED INSURED**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

#### 4. EMPLOYEES AS INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

#### 5. SUPPLEMENTARY PAYMENTS

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### 6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the **SECTION II - LIABILITY COVERAGE, B. Exclusions** Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

#### SECTION III - PHYSICAL DAMAGE COVERAGE.

#### 7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE:**

##### d. Expense Of Returning A Stolen "Auto"

We will pay for the expense of returning a covered "auto" to you.

##### e. Sign Coverage

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$2,000.

#### 8. GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III- PHYSICAL DAMAGE COVERAGE A. COVERAGE** paragraph 3. **Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:**

Any deductible shown in the Declarations as applicable to the

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

## **9. TRANSPORTATION EXPENSE**

Paragraph 4. **Coverage Extension.** of **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

### **4. Coverage Extension**

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

## **10. HIRED AUTO PHYSICAL DAMAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

### **5. Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your

direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

## **11. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

### **6. Audio, Visual and Data Electronic Equipment Coverage**

We will pay for "loss" to any electronic equipment that receives

or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
  - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

- b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. \$500.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. Deductibles applicable to **PHYSICAL DAMAGE COVERAGE**, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

## **12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

### **7. Rental Reimbursement and Material Transfer Expense**

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the

covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.
2. \$3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.**

## **13. AIRBAG COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions**, paragraph 3.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.



#### 14. **AUTO LOAN PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

#### 15. **AUTO LEASE PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1. or 2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

#### **SECTION IV - CONDITIONS**

##### **16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
  - (1) You, if you are an individual;
  - (2) Any partner or insurance manager if you are a partnership; or
  - (3) An executive officer or insurance manager if you are a corporation.

##### **17. BLANKET WAIVER OF SUBROGATION**

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

**5. Transfer Of Rights Of Recovery  
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO  
DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph 2. **Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO - WORLDWIDE  
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph 7. **Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

**SECTION V - DEFINITIONS**

**20. MENTAL ANGUISH**

Paragraph **C. "Bodily injury"**, **SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WORKERS' COMPENSATION BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

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

#### SECTION I: WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY CHANGES

- A. Part One – WORKERS' COMPENSATION INSURANCE, D. We Will Also Pay; and Part Two – EMPLOYERS' LIABILITY INSURANCE, E. We Will Also Pay** is replaced by the following:

##### **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, **including** loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

- B. Part Three – OTHER STATES INSURANCE, A. How This Insurance Applies**, paragraph 4. is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

- C. Part Six – CONDITIONS, C. Transfer of Your Rights and Duties** is replaced by the following:

##### **C. Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent. If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

- D. The following is added to Part Six – CONDITIONS, F. Liberalization:**

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy when the change becomes effective in your state.

#### SECTION II: VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

##### **A. How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death:

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule;
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule;
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places;
4. Bodily injury by accident must occur during the policy period; or
5. Bodily injury by disease must be caused or aggravated by the conditions of the employee's employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

##### **B. We Will Pay**

1. We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers' compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

2. We will pay the additional expenses of repatriating an employee to the United States of America as a result of bodily injury to the employee.

#### **C. Exclusions**

This insurance does not cover:

1. Any obligation imposed by a workers' compensation or occupational disease law, or any similar law; or
2. Bodily injury intentionally caused or aggravated by you.

#### **D. Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death;
2. Transfer to us their right to recover from others who may be responsible for the injury or death; and
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

#### **E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

#### **F. Employers' Liability Insurance**

**Part Two – EMPLOYERS' LIABILITY INSURANCE** applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item **3.A.** of the Information Page.

#### **G. EMPLOYERS' LIABILITY STOP GAP COVERAGE**

1. This coverage applies only in North Dakota, Ohio, Washington, and Wyoming.
2. **Part One – WORKERS' COMPENSATION INSURANCE** does not apply to work in states shown in Paragraph 1. above.
3. **Part Two – EMPLOYERS' LIABILITY INSURANCE** applies in the states shown in Paragraph 1. as though they were shown in Item **3.A.** of the Information Page.

4. The following additional Exclusions are added to **Part Two – EMPLOYERS' LIABILITY, Section C. Exclusions:**

This insurance does not cover:

- a. Bodily injury intentionally caused or aggravated by you or, in Ohio, bodily injury resulting from an act which is determined to have been committed by you with the belief that the injury is substantially certain to occur;
- b. Bodily injury sustained by any member of the flying crew of any aircraft; or
- c. Any claim for bodily injury with respect to which you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law or laws of a state shown in Paragraph A.

- H. Coverage provided under **SECTION II** of this endorsement does not apply in New Jersey or Wisconsin.

#### **SECTION III – ADDITIONAL CONDITION**

##### **Unintentional Failure to Disclose Hazards**

If you unintentionally fail to disclose all existing hazards at the inception date of your policy, we will not deny coverage under this policy because of such failure.

#### **SECTION IV – COVERAGE TERRITORY**

##### **Schedule of Covered States**

- A. This endorsement applies only in those states listed in item **3.A.** of the Information Page on the effective date of the applicable state approval.

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

11/05/2018

<b>Date Rec'd</b>	10/23/2018
<b>Clerk's File #</b>	OPR 2018-0683
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2005264/2015178
<b>Bid #</b>	
<b>Requisition #</b>	BT

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	DAN BULLER 625-6391
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370 - SETTLEMENT AGREEMENT WITH B-ONE, LLC

**Agenda Wording**

The proposed agreement with B-ONE, LLC (i.e., Ron Brown) is the settlement of the City's condemnation lawsuit in conjunction with the Riverside Drive (MLK) Extension projects.

**Summary (Background)**

This agreement grants the City the property required to complete construction of MLK Jr. Boulevard and requires the City to vacate certain unused portions of Erie Street to B-ONE, pave Brown Building Supply's parking lot, remediate any hazardous substances discovered during the City's work on Brown Building Supply property and pay B-ONE attorney fees up to \$160,000.00.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	
Expense	\$ 160,000.00	# 3200 94997 95200 56102 21007
Select	\$	#
Select	\$	#
Select	\$	#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	TWOHIG, KYLE	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	DALTON, PAT	eraea@spokaneicity.org
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
<b><u>Additional Approvals</u></b>		jsalstrom@spokanecity.org
<b><u>Purchasing</u></b>		htrautman@spokanecity.org
		jrichman@spokanecity.org
		dbuller@spokanecity.org

## **CR 2A SETTLEMENT AGREEMENT**

**Date: October 23, 2018**

B-ONE, LLC, a Washington limited liability company (“B-One”) and the City of Spokane, a Washington municipal corporation (“City”) have reached a settlement agreement in connection with any and all claims arising out of a *Petition in Eminent Domain* filed by the City in Spokane County Superior Court, case number 16-2-03415-7, that named B-One as Respondent (hereinafter referred to as the “Case”) and the construction project as set forth in Public Works File No. 2005264 and 2015078, in order to construct the Martin Luther King Jr. Way (Riverside Extension) Project (the “Project”). The essential terms of the parties’ binding and enforceable settlement agreement are as follows:

### **A. City’s Obligations**

1. Vacate those areas of Erie Street adjoining the B-One property depicted in Exhibit A as “Proposed Erie St. Vacation.”
2. Pave those areas on B-One’s property depicted in Exhibit B as “Proposed Parking Lot Improvements & Striping,” “Proposed 50’ Drwy,” and “Proposed 45’ Drwy.”
3. Install (a) the storm drainage swale depicted as “Swale for Parking Area” in Exhibit B; and (b) two unrestricted ingress and egress access driveways depicted as “Proposed 50’ Drwy” and “Proposed 45’ Drwy” in Exhibit B.
4. Perform all improvements to, upon, or affecting B-One’s property (a) promptly, (b) in a professional and workmanlike manner, (c) to B-One’s reasonable satisfaction, and (d) subject to B-One’s approval. The City agrees that no improvements to, upon, or directly affecting B-One’s property, other than the improvements to which the parties have agreed in this CR 2A Agreement, will be made without B-One’s consent or over B-One’s objection. B-One agrees that its consent and approval will not be unreasonably withheld or delayed.
5. Construct Martin Luther King Jr. Way with (a) a turn lane in front of the B-One property and continuing north as indicated in Exhibit B, and with (b) two unrestricted ingress and egress access driveways depicted as “Proposed 50’ Drwy” and “Proposed 45’ Drwy.”
6. (a) Indemnify, defend, release and hold B-One harmless against any and all claims, damages, or liabilities arising from, in connection with, or related to any improvements performed by the City (i) in the areas depicted in Exhibit A as “Proposed Erie St. Vacation” and “Proposed Take Area”; and (ii) to or upon B-One’s adjoining property. The City’s duty to indemnify, defend, release, and hold B-One harmless under this subsection shall not apply to liability for damages caused by or resulting from the sole negligence of B-One, or its agents or employees;  
  
(b) Remediate any “hazardous substances” discovered or released by the City in the areas depicted in Exhibit A as “Proposed Take Area” and “Proposed Erie St.

Vacation,” and defend and indemnify B-One against any and all claims or regulatory enforcement actions related to the same;

(c) Remediate any “hazardous substances” released by the City during the performance of the City’s work on B-One’s property, and defend and indemnify B-One against any and all claims or regulatory enforcement actions related to the same;

(d) Remediate any “hazardous substances” exposed by the City in areas other than the “Proposed Take Area” and “Proposed Erie St. Vacation” during the performance of the City’s work on B-One’s property, with the City’s obligation to remediate expressly confined to the area(s) that the City physically disturbed;

(e) For purposes of subsections (b) through (d) above, “hazardous substance” shall include any substance defined as a “hazardous substance” in the Model Toxics Control Act (chapter 70.105D RCW), the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), and any other applicable federal, state or local regulation.

7. Within ten (10) days of B-One’s dedication of the area depicted in Exhibit A as “Proposed Take Area” to the City, the City shall pay B-One’s attorneys’ fees and costs. The parties agree that the estimated total amount of attorneys’ fees and costs incurred by B-One through October 3, 2018 is approximately \$149,176.43. The attorneys’ fees to be paid by the City pursuant to this paragraph (A)(7) shall in no event exceed \$160,000.00.

## **B. B-One’s Obligations**

1. Dedicate the area depicted in Exhibit A as “Shaded Area Indicates Proposed Take Area” to the City for use as public right of way and all uses incidental thereto, and grant the City such temporary constructions permits as the City reasonably needs in order to complete the Project and fulfill its obligations to B-One with respect to paving, etc. as set forth in Section A above.

2. Consent to the vacation of those areas of Erie Street adjoining the B-One property depicted in Exhibit A as “Proposed Erie St. Vacation.”

3. Grant the City immediate possession and use of the land, property, and property rights belonging to B-One that are being condemned in the Case and that are necessary for construction of the Project as described herein and depicted in Exhibit A as “Shaded Area Indicates Proposed Take Area.”

## **C. Contingency**

1. This Agreement is contingent upon the City reaching an agreement with Eric Brown, Brown Properties, LLC, and River Bend Property Owners Association (collectively “Brown Properties”) regarding amendments to prior agreements between the City and Brown Properties relative to vacation or portions of Erie Street.

**D. Release**

1. The City and B-One, on their behalf and on behalf of their successors, assigns, agents, representatives and other interested persons, firms or entities hereby release and forever discharge the other and its successors, assigns, agents, and representatives, from all claims, demands, obligations, losses, causes of action, costs, expenses, attorneys' fees, liabilities, and damages of any nature whatsoever, whether known or unknown, based on facts or circumstances that arose on or before the date of this CR 2A Agreement which either party had, now has, or may claim to have against the other party that is the subject of the Case or related to the Project. B-One acknowledges and agrees that neither B-One nor anybody having any rights with the respect to B-One's property is being displaced by the Project or otherwise qualifies as a displaced person or business for purposes of relocation benefits under state or federal law and hereby confirms that it does not intend to seek any relocation assistance as a result of the Project or the City's acquisition of property for the Project.

2. The general release set forth above specifically includes all claims, demands, obligations, and/or causes of action for compensatory damages and/or other relief based on facts or circumstances that arose on or before the date of this CR 2A Agreement relating to the Case and the Project. It is the parties' express intent to waive and release all claims each party has against the other based on facts or circumstances that arose on or before the date of this CR 2A Agreement that relates to the Case or the Project, including any which are presently unknown, unsuspected, unanticipated, or undisclosed.

3. Notwithstanding the matters set forth in this paragraph, this Release may not be used or pled as a bar, prohibition, or defense by either of the parties with respect to their respective obligations set forth in this CR 2A Agreement. The parties reserve all rights in equity or at law to bring a claim, demand, or suit for failure to perform the obligations set forth herein. The prevailing party in any dispute arising out of or in connection with this CR 2A Agreement, including any action to enforce the terms of this CR 2A Agreement, shall be entitled to its reasonable attorneys' fees and costs.

**E. More Formal Settlement Agreement to Follow**

1. The City and B-One fully understand that this CR 2A Settlement Agreement is binding and memorializes the conclusion of their dispute and litigation.

2. The parties agree to fully and promptly cooperate with one another in the preparation, completion, signing, and delivery of any instruments, agreements, documents, or other writings which are reasonably required to implement this CR 2A Settlement Agreement including, but not limited to: (a) a formal settlement agreement; (b) such deeds and easements as are contemplated by Section B herein above; (c) a dismissal of all pending litigation with prejudice; and (d) a reasonable and complete release of any and all claims asserted by any party against the other.

3. Each party represents and warrants that it has the authority to sign on behalf of and bind any entity identified herein.



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

CITY OF SPOKANE

B-ONE, LLC

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Attest:

\_\_\_\_\_  
Clerk

Approved as to form:

\_\_\_\_\_  
Clerk

# EXHIBIT A

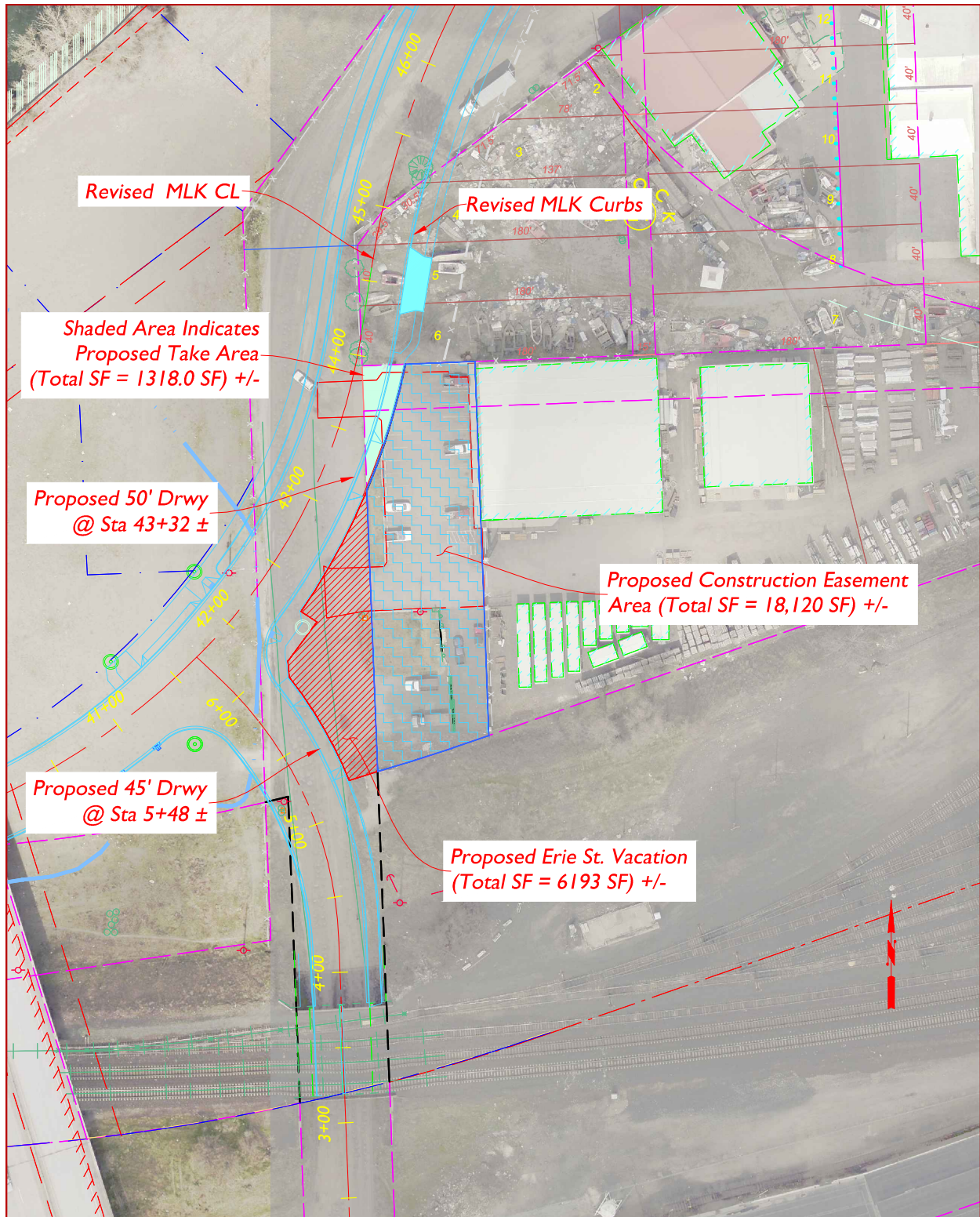


EXHIBIT A  
**B-ONE, LLC**  
**SITE & ROW MAP**  
 SPOKANE COUNTY, WASHINGTON  
 PORTIONS OF W 1/2 SECTION 14, T26N, R42E, WM.

CITY OF SPOKANE  
 ENGINEERING SERVICES  
 808 WEST SPOKANE FALLS BLVD.  
 SPOKANE, WASHINGTON 99201-3343  
 (509) 625-6700

Drawn By: RJS  
 Date: 09-24-18  
 Checked By: DAB  
 Scale: 1" = 100'  
 Sheet 1 of 1  
 Job Number  
 City # 2015078

# EXHIBIT B



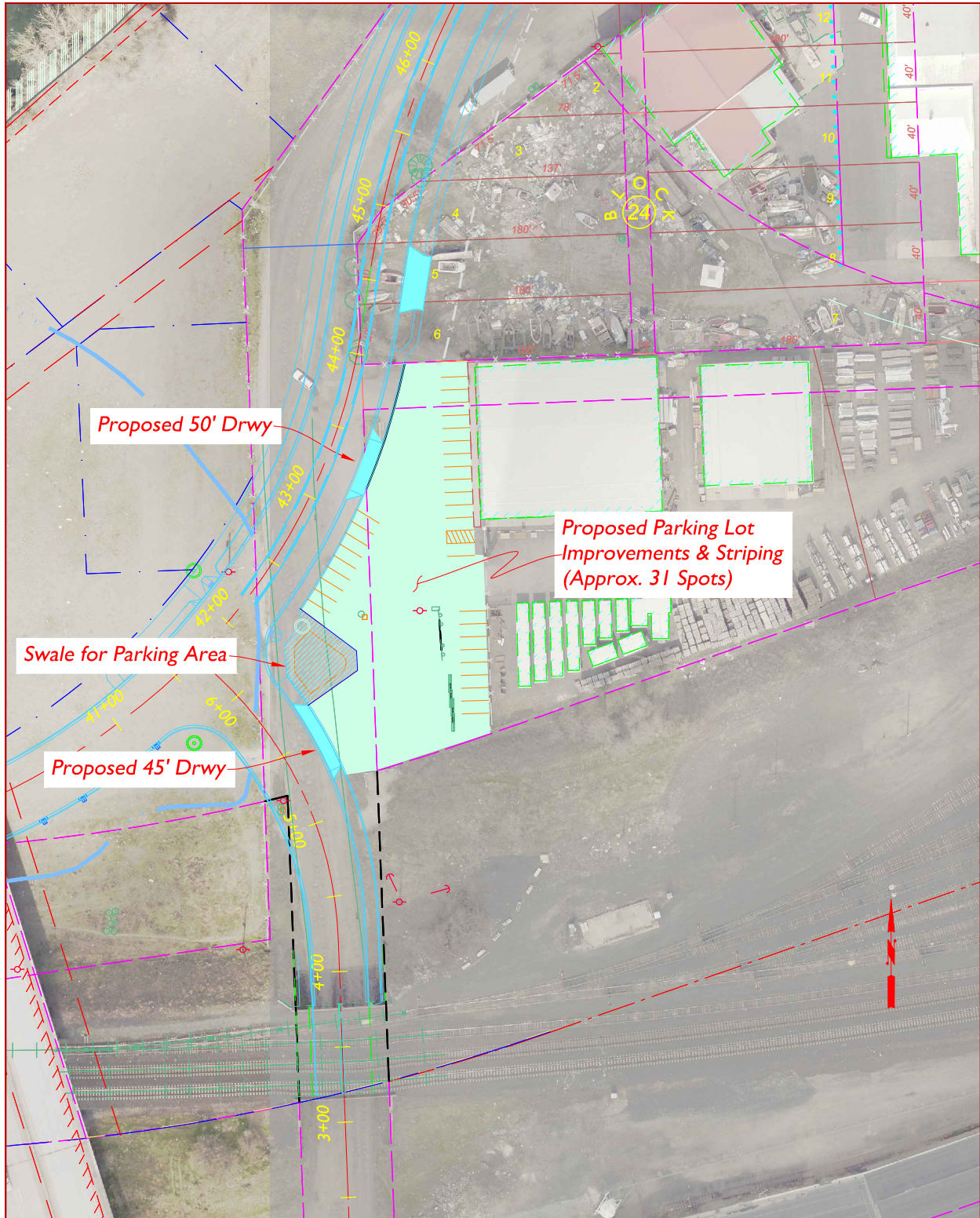


EXHIBIT B  
**B-ONE, LLC**  
**SITE IMPROVEMENTS MAP**  
 SPOKANE COUNTY, WASHINGTON

PORTIONS OF W 1/2 SECTION 14, T26N, R42E, WM.

CITY OF SPOKANE  
 ENGINEERING SERVICES  
 808 WEST SPOKANE FALLS BLVD.  
 SPOKANE, WASHINGTON 99201-3343  
 (509) 625-6700

Drawn By: RJS  
 Date: 09-24-18  
 Checked By: DAB  
 Scale: 1" = 100'  
 Sheet 1 of 1  
 Job Number  
 City # 2015078



**Agenda Sheet for City Council Meeting of:**  
11/05/2018

<b>Date Rec'd</b>	10/23/2018
<b>Clerk's File #</b>	PRO 2017-0033
<b>Renews #</b>	

<b>Submitting Dept</b>	ENGINEERING SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	KYLE TWOHIG 625-6152	<b>Project #</b>	2017177
<b>Contact E-Mail</b>	KTWOHIG@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	CR #19809
<b>Agenda Item Name</b>	0370 - ADMIN RESERVE INCREASE - HALME CONSTRUCTION, INC.		

**Agenda Wording**

Authorization to increase the administrative reserve on the contract with Halme Construction, Inc., for CSO Basin 25 - Phase 1, by \$100,000.00 for a total administrative reserve of \$267,192.58 or 16% of the contract price.

**Summary (Background)**

CSO Basin 25 Improvements - Phase 1, is an ongoing CSO tank project in the Peaceful Valley neighborhood. The project called for removal and disposal of a minor amount of contaminated soil (Special Industry Waste). During construction of the project, much more contaminated soil was encountered and approximately 1,200 tons of Special Industry Waste was found and disposed of in a licensed landfill. The total cost of this overrun is approximately \$100,000.00. Engineering Services is requesting

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

Expense	\$ 100,000.00	# 4250-43416-94000-56501-14359
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	TWOHIG, KYLE	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PIES 10/22/18
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	eraea@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	kgoodman@spokanecity.org	
<b><u>Additional Approvals</u></b>		publicworksaccounting@spokanecity.org	
<b><u>Purchasing</u></b>	WAHL, CONNIE	htrautman@spokanecity.org	
		mdoval@spokanecity.org	

## Briefing Paper (PIES Committee)

<b>Division &amp; Department:</b>	Engineering Services
<b>Subject:</b>	CSO Basin 25 Improvements Ph. #1 - Administrative Reserve Increase
<b>Date:</b>	10/22/18
<b>Contact (email &amp; phone):</b>	Joel Graff, <a href="mailto:jgraff@spokanecity.org">jgraff@spokanecity.org</a> , x7757
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year plan and part of the Cleaner River Faster CSO program
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	For council consideration. Request will be forwarded to the council agenda for approval.
<b>Background/History:</b> <i>Engineering Project #2017177 – CSO Basin 25 Improvements – Phase 1</i> , is an ongoing CSO tank project in the Peaceful Valley neighborhood. The project called for removal and disposal of a minor amount of contaminated soil (Special Industry Waste). During construction of the project, much more contaminated soil was encountered and approximately 1200 tons of Special Industry Waste was found and disposed of in a licensed landfill. The total cost of this overrun is approximately \$100,000. Engineer services is requesting an additional \$100,000 to complete the project.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><i>Removal and Disposal of contaminated soil will result in an estimated cost overrun of \$100,000.</i></li> <li><i>Payments have been issue to date for \$1,461,979.52. The authorized budget with administrative reserve is \$1,839,118.38</i></li> <li><i>An additional \$100,000.00 is being requested to complete the project.</i></li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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

11/05/2018

**Date Rec'd**

10/22/2018

**Clerk's File #**

OPR 2018-0684

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

HISTORIC PRESERVATION

**Contact Name/Phone**

MEGAN 625-6543

**Contact E-Mail**

MDUVALL@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

0470 - US RUBBER BUILDING SRHP NOMINATION

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

Recommendation to list the US Rubber Building, 1011 West First Avenue, 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 US Rubber Building has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

**Approvals****Dept Head**

DUVALL, MEGAN

**Division Director**

TRAUTMAN, HEATHER

**Finance**

ORLOB, KIMBERLY

**Legal**

PICCOLO, MIKE

**For the Mayor**

SANDERS, THERESA

**Council Notifications****Study Session****Other****Distribution List**

mduvall@spokanecity.org

dkinder@spokanecity.org

sbishop@spokanecity.org

**Additional Approvals****Purchasing**



# **Findings of Fact and Decision for Council Review**

## **Nomination to the Spokane Register of Historic Places**

### **U.S. Rubber Company Building – 1011 West First Street**

#### **FINDINGS OF FACT**

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

- Completed in 1911; the U.S. Rubber Company Building meets the age criteria for listing on the Spokane Register of Historic Places.

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

- Historically significant under Category A as a contributing building to the West Downtown Historic Transportation Corridor National Register Historic District (1999). The building exemplified both the position of Spokane as a rail freight center for the Inland Northwest and as a burgeoning automobile center as located within the First Avenue auto row that evolved during the 1920s.
- The building is also eligible under Category C, because it represents the work of prominent but seemingly little known architect Carl H. Jabelonsky. Jabelonsky, who trained as a civil engineer in Europe before coming to Spokane, was noted for his industrial buildings and concrete and steel structure skyscrapers in New York City and East Coast. The U. S. Rubber building may be the last remaining of the approximately six commercial buildings that he designed in downtown Spokane. In the commercial vernacular mode, the building is well-preserved and nicely detailed with terra cotta window trim, elaborately configured multi-light wood sash, and a pronounced sheet metal cornice.

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

- The front and rear facades are virtually unaltered from the year of construction in 1911.
- Interior spaces on the upper floors consist of wide open warehouse spaces and are intact. The storefront level has been modified over the years, and is currently configured into two retail bays.
- The property is undergoing a Federal Historic Tax Credit project and all work is subject to review by the National Park Service.

**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 U.S. Rubber Company Building according to the appropriate criteria at a public hearing on 10/17/18 and recommends that the U.S. Rubber Company Building be listed on the Spokane Register of Historic Places.

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

**NOTICE OF MANAGEMENT AGREEMENT**

NOTICE IS HEREBY GIVEN that the property legally described as:

**RAILROAD ADD L4 B18**

Parcel Number 35192.1103, is governed by a Management Agreement between the City of Spokane and the Owner(s), GVD Partners, 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 **17th** day of **October 2018**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **GVD Partners** (hereinafter "Owner(s)"), the owner of the property located at **1011 West First Avenue** commonly known as the **United States Rubber 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.

GVD Partners, LP  
Owner

Shull Fisher, PC  
Owner

**CITY OF SPOKANE**

**HISTORIC PRESERVATION OFFICER**

**MAYOR**

\_\_\_\_\_  
Megan M.K. Duvall

\_\_\_\_\_  
David A. Condon

**ATTEST:**

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

**Approved as to form:**

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

STATE OF WA )  
County of Spokane ) ss.

On this 18<sup>th</sup> day of October, 2018, before me, the undersigned, a Notary Public in and for the State of WA, personally appeared

Gerald V. Dicker, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he (he/she/they) signed the same as his (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 18<sup>th</sup> day of October, 2018.



Kristie B. Jones  
Notary Public in and for the State  
of WA, residing at Spokane  
My commission expires 8-30-19

STATE OF WASHINGTON )  
County of Spokane ) ss.

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

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

\_\_\_\_\_  
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: **United States Rubber Building**

And/Or Common Name: **Music City Annex Building, U.S. Rubber Building**

## 2. Location

Street & Number: 1011 West First Avenue

City, State, Zip Code: Spokane, Washington 99201

Parcel Number: 35192.1103

## 3. Classification

### Category

☒ building

☐ site

☐ structure

☐ object

### Ownership

☐ public ☐ both

☒ private

### Public Acquisition

☐ in process

☐ being considered

### Status

☐ occupied

☒ work in progress

### Accessible

☒ yes, restricted

☐ yes, unrestricted

☐ no

### Present Use

☐ agricultural

☒ commercial

☐ educational

☐ entertainment

☐ government

☐ industrial

☐ military

☐ museum

☐ park

☐ residential

☐ religious

☐ scientific

☐ transportation

☐ other

## 4. Owner of Property

Name: GVD Partners

Street & Number: 909 West First Avenue, Suite B

City, State, Zip Code: Spokane, WA 99201-4001

Telephone Number/E-mail: 509-534-5805/gvd@gvdcommercial.com

## 5. Location of Legal Description

Courthouse, Registry of Deeds

Street Number:

City, State, Zip Code:

County:

Spokane County Courthouse

1116 West Broadway

Spokane, WA 99260

Spokane

## 6. Representation in Existing Surveys

Title: West Downtown Historic Transportation Corridor

Date: 1999 ☒ 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 Criteria and Statement of Significance

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

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

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

## 9. Major Bibliographical References

*Bibliography is found on one or more continuation sheets.*

## 10. Geographical Data

Acreage of Property: Less than one acre  
Verbal Boundary Description: RAILROAD ADD L4 B18  
Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

## 11. Form Prepared By

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

## 12. Additional Documentation

*Additional documentation is found on one or more continuation sheets.*

**13. Signature of Owner(s)**

\_\_\_\_\_  
\_\_\_\_\_

**14. For Official Use Only:**

Date nomination application filed: \_\_\_\_\_

Date of Landmarks Commission Hearing: \_\_\_\_\_

Landmarks Commission decision: \_\_\_\_\_

Date of City Council/Board of County Commissioners' hearing: \_\_\_\_\_

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

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

\_\_\_\_\_  
**Date**

Attest:

Approved as to form:

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

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

### SUMMARY STATEMENT

Built in 1911 to house the Gorham-Revere Rubber Company (United States Rubber Company), the building has had a variety of commercial uses on the ground floor, and three unfinished floors that had been used for rubber products storage. The U.S. Rubber Building is buff-colored brick, four stories in height, and has a frontage of 50 feet on First Avenue, the main façade. With a depth of 155 feet, the building backs to Railroad Alley that forms the southern boundary. The building covers the entire 7,775 square foot site. The front façade is divided into five bays. A single commercial bay with centered double-door entry and flanking storefronts, occupies the ground floor. Glass storefront panels occupy the angled sidewalls that extend from the front to the recessed entry. The bulkhead is composed of wood frame glass panels with eight panels on each side (partially covered by metal and wood panels). Five leaded-multi-light glass transom panels are set above the storefront section. The second through fourth floors each contain five equally-spaced window bays. Flat molded terra cotta heads and flat terra cotta sills frame the openings. The windows are 18-over-1 double-hung wood sash. A pronounced molded sheet metal cornice terminates the façade just below the top of the parapet wall. The roof is flat built up tar composition.

### DESCRIPTION OF PROPERTY

Located in the west downtown, mid-block, and fronting on First Avenue, the building is within a group of historic buildings forming a continuous street front along the south side of First Avenue. The historic Fox Theater is north, across the street. The 1899 Montvale Block is on the corner of Monroe Street, and adjacent to the east; the 1909 Odd Fellows Lodge is adjacent to the west; and to its west and completing the frontage at the corner of Madison Street, is the 1906 New Madison Hotel. Historic buildings are also across Railroad Alley to the south. They include the 1935 Pacific States Electric Building fronting along Monroe Street, and to its west, the 1904 Washington Machinery and Supply, and 1908 Washington Rubber Building (the Washington Machinery, and the Washington Rubber buildings have been converted to apartments and condominiums, respectively).

The front façade of the U.S. Rubber Building, at 1011 First Avenue, is composed of ground-level storefronts with a centered main entry, and the three stories above divided into five bays. Symmetrically-arranged, the recessed entry is flanked by angled glass sidewall panels that extend out to the flanking display window storefronts. The entry assembly consists of double aluminum-frame glass panel doors with a fixed, single-light glass panel transom above. The black-painted ribbed metal panel that had covered the low bulkhead has been removed. The original wood frames and wire glass (broken and missing panels) have been repaired with the glass replaced on the east side of the entry.

Above the store front windows and entry, and extending to the brick field (laid in stretcher bond) of the second floor, is a wide transom panel of leaded glass. The transom band is divided into five sections composed of 4-inch square prism glass tiles set within a leaded grid. A narrow molding runs along the juncture of the transom and brick line of the storefront opening. It appears that the molding had extended to the building corners.

This is suggested by a 1934 photo of the front façade that depicts the “United States Rubber Products, Inc.” sign that extended from corner to corner.

The upper floors are aligned over the bay divisions of the transom panels to divide the façade into five equally-spaced window bays. The windows are framed vertically by the brick jambs, on the bottoms by glazed terra cotta sills, and tops by molded terra cotta window heads. The sills project slightly from the façade plane and extend slightly (brick header) beyond the window openings. The window heads also project slightly and extend further (brick stretcher) beyond the window openings. The flat-arch window heads are divided into five sections framed by raised edges that outline recessed panels. The end panels are narrow and vertically oriented, the middle panel is of the same height but wider and horizontally oriented, and the flanking panels that separate the middle and ends are lower in height and horizontally oriented. Wood brick moldings within the openings frame the double-hung wood sash that is 18-over-1 light (3 rows of 6 lights each).

A pronounced molded sheet metal cornice is affixed to the façade near the top of the parapet. The brick field and flat glazed terra cotta coping of the parapet wall are visible above. The cornice is composed of, from bottom to top, a narrow band, composite-curved moldings, a row of small square dentils, a narrow band of curved moldings, and projecting compound rectangular brackets that support the terminating cyma recta.

Renovation of the building is in accordance with the Historic Preservation Certification Application Part 2, approved by the National Park Service on 9/22/2016.

### **West Façade**

The west façade abuts the Odd Fellows Building and the upper exposed portion is a blank brick wall.

### **East Facade**

The front half of the façade abuts the Montvale Hotel, and like the west, only the blank brick wall of the upper portion is exposed. Because the Montvale Hotel occupies only the north half of the lot, the rear half of the U.S. Rubber Building is exposed. The façade is currently blank with no openings (but, in accordance with its Part 2 application, will receive window openings). The brick pattern reveals that a one-story building at one time extended from the Montvale to the alley. Also, the type and color of brick changes from red to gray in the upper half of the fourth story. The parapet wall is capped with a glazed terra cotta coping.

### **South (Rear Façade)**

The rear façade fronts along Railroad Alley. A recessed loading bay is at ground level in the southwest corner of the building. A 12-inch steel I-beam with rosette capped bolts spans the bay opening (dock has been removed) to support the floor above. In the eastern portion of the wall are two segmental-arch window bays at the basement level (covered plywood panels). Aligned above the westerly basement window is a flat-arch window

bay. In the southeast corner is a second window bay that consists of paired vertical openings. The westerly bay is wider and set lower in the wall. Both window bays have brick-header sills. The arch of the westerly bay is composed of brick headers, while the small, paired bay in the southeast corner has brick stretcher arches. Steel bar grates front each of the window openings.

Above on the second, third and fourth floors are five equally spaced window bays each with metal fire shutters. The center window column has metal clad fire doors that slide horizontally along a steel rail at the top of the openings. The flanking window columns are covered with side-hinged sheet metal fire shutters that open to sides. The sash is one-over-one wood.

## **Interior**

### **Basement**

The basement has concrete floors and basalt, brick, and concrete walls. Wood posts and beams support the exposed floor joists. A natural gas boiler supplies the heat. A freight elevator runs between the basement and the fourth floor. Other than being used for mechanical rooms, workshop, and some storage, the basement is mostly vacant. The basement is planned to be built out during the 2018 renovation.

### **First Floor Plan**

The first floor consists of a centered entry that opens to a large open room that extends approximately to the middle of the building. Per the Part 2 application, the room is being divided into two retail bays with a center corridor.

### **Second Floor Plan through Fourth Floor Plans**

The second through fourth floors are open unfinished spaces and each floor consists of the following features: a stairwell along the east side in the rear two-thirds with a brick-walled freight elevator shaft opposite on the west wall. Window openings are in the north end (front along First Avenue) and the south end (along alley). The floors are 3-inch pine and fir boards that have been battered from use as a warehouse. Walls are brick, and the ceilings consist of the exposed floor joists. The second floor has a sheet rock corridor in the northwest corner that provides fire exiting from the adjacent Odd Fellows Building to the west, and a sheetrock room used for storage in the northeast corner. The third floor has a partial sheetrock wall (top of fire corridor) in the northwest corner. The fourth floor only has an open stairwell to the third floor with wooden railings around the perimeter.

Per the Part 2 approval, floors two, three, and four, which are now open, will be configured with fourteen apartment units.

### ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

The front and rear facades are virtually unaltered from the year of construction in 1911. The only change to the front façade was the installation of a ribbed black-painted metal panel along the bulkhead wall that covered over the original wood frame wire glass panels. The entry doors have been replaced with aluminum-frame glass panel doors in the same location. Minor changes have taken place with the storefront windows, likely associated with glass breakage and replacement.

The recent removal of the ribbed metal on the exterior of the bulkhead wall revealed plywood over wood-frame wire-glass panels, most cracked and some removed. Per the current renovation, the panels on the east side have been exposed, the wood frames repaired and repainted, and new clear safety glass inserted in the frames. At this time, on the west side, the plywood covering the window panels has been retained and painted.

The Part 2 indicates that the existing aluminum-frame doors of the front façade will be replaced by more appropriate doors. Also, new openings will be cut into the exposed east façade on the second, third, and fourth floors to provide windows for the new apartment units.

Prior to the current renovation, the entry doors opened to a large room with a full mezzanine floor in the rear half. This mezzanine was an original feature of the building. A stairway that ran from west to east provided access to the mezzanine. In the 1970s, the mezzanine was extended toward the front over the first floor commercial bay with narrow fingers that hugged the east and west walls (this feature is being removed). Small offices were aligned below. Offices on the first floor continued to the rear, beneath the original mezzanine level. The original mezzanine also had offices arrayed along the west and east walls. An open storage area was at the rear and a sliding fire door that provided egress to a loading bay (dock removed) along the south side of the building. Stairs to the upper floors were along the east wall and a freight elevator was along the west wall. These features have been removed and new stairs and an elevator will be installed per the approved Part 2 application.

**Areas of Significance**

**Category A - Broad Patterns of Spokane History, Trade and Commerce**

**Category C – Architecture**

**Significant Date – 1911, Construction**

**Architect – Carl Hugo Jabelonsky**

**Builder - Unknown**

**SUMMARY STATEMENT**

**Significant under Category A – Historical Significance**

The U.S. Rubber Building is significant under Category A as a contributing structure to the West Downtown Historic Transportation Corridor National Register Historic District (1999). The period of significance is 1890 to 1949; the U.S. Rubber Building, built in 1911, is within this period. The building was built to house and distribute tires and other rubber products and is associated with the evolution of the automobile and automotive equipment sales and service business in Spokane.

The building exemplified both the position of Spokane as a rail freight center for the Inland Northwest and as a burgeoning automobile center as located within the First Avenue auto row that evolved during the 1920s. Tires and rubber products were received from the rails, and distributed to the automobile and farm implement dealers that occupied the rail corridor bracketed by First and Second avenues. The building served an integral role to the growing automobile business as a distribution point for automobile tires, and serviced the auto supply shops and dealerships in the downtown district until World War II.

**Significant under Category C**

The building is also eligible under Category C, because it represents the work of prominent but seemingly little known architect Carl H. Jabelonsky. Jabelonsky, who trained as a civil engineer in Europe before coming to Spokane, was noted for his industrial buildings and concrete and steel structure skyscrapers in New York City and East Coast. The U. S. Rubber building may be the last remaining of the approximately six commercial buildings that he designed in downtown Spokane. In the commercial vernacular mode, the building is well-preserved and nicely detailed with terra cotta window trim, elaborately configured multi-light wood sash, and a pronounced sheet metal cornice.

**HISTORIC CONTEXT**

The historical context for Spokane has been included in several National and Spokane Register nominations, including the East Downtown National Historic District (Woo, 2003) and the West Downtown Historic Transportation Corridor, National Register Historic District (1999), 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 used the waterpower generated from the Spokane River milling and sawing lumber and to generate electrical power. The settlement would grow slowly until the railroad entered the city.

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 businessmen 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.

Warehouses cropped up along the Northern Pacific rail corridor between the two alleys bracketing the tracks. In the blocks south of the 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 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 states three largest cities: Seattle, Tacoma, and Spokane. Various industries rapidly

developed and with it a demand for more buildings. Most of the city's urban downtown skyline was created from about the late 1890s to 1912 with the construction of office buildings, banks, hotels, department stores and other commercial buildings. As author John Fahey describes, Spokane, which had put up 675 new structures in 1900 as migration accelerated, built 1,500 to 1,900 buildings a year from 1904 through 1909.

The 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.

#### **Automobiles, Rubber Tires and U.S. Rubber - Chronology**

Spokane's first automobile arrived in 1899, followed by two more in 1900. The automobile population and number of automobile businesses in Spokane grew slowly from one listing in the Polk Directory in 1903 through 21 business listings in 1910. Polk's classified heading "Automobiles" had its first listing in 1902. The 1910 Polk had listings for Auto Garages, Auto Goggles, and Auto Supplies. "Rubber Goods" were first listed in 1903 with two companies, Washington Rubber Company and Pacific Coast Rubber Company.

Goodyear Rubber Company (Portland) with W.H. Zimmerman, manager, at 510 First Street was first listed in the 1905 Polk Directory under the heading Rubber Goods along with The Fred Parker Company and Washington Rubber Cos. The classified directory did not offer the heading "Rubber Tires" until 1907. The only company listed under this heading was Novelty Carriage Works. In 1909, two of the four companies listed under Rubber Tires were Carriage works, and the others were rubber companies.

The Washington Rubber Company occupied a four-story brick building across Railroad Alley from the U.S. Rubber Building at 1016-18 West Railroad. Built in 1908 as a tire and rubber distributor and warehouse, its life in the rubber business was short since it was vacated in 1910. The explanation for its vacation was put forth in a trade publication: *The India Rubber World*.

In an article with the heading "The rubber trade in San Francisco," *THE INDIA RUBBER WORLD*, in its May 1, 1911 edition reported:

The United States Rubber Company takes over the business of the Pacific Coast Rubber Co. in Oregon and the three stores of the

Washington Rubber Co. in Washington. The purchase was made in accordance with their policy to cover the coast through the Gorham-Revere Rubber Company, recently organized. ...The stores in Spokane and Tacoma, Washington, while still retaining the name of the Washington Rubber Company will be under the supervision of the Gorham-Revere Rubber Co. Mr. Thompson has been given the management of the Spokane store, vice Mr. Biddinger resigned.

In 1911, the Polk Directory listed Gorham Rubber Co. at 151 South Post Street. The Washington Rubber Co. remained at 1016-18 Railroad (now an alley). U.S. Rubber was not listed. Other companies listed in Polk that were associated with rubber goods included Goodyear, Interstate, New York Belting and Packing, Nott-Atwater, Diamond Carriage Co., Interstate Rubber, Novelty Carriage, and Peerless Rubber, all located in proximity to the Northern Pacific Rail corridor.

In a classified ad in the 1912 Polk Directory, Graham-Revere Rubber Co. was advertised as being successor to the Washington Rubber Company and offered wholesale rubber goods of every description, automobile tires, accessories, and roofing material. They were located at 1011-13 First Avenue, the first occupants of Wolf Goldberg's new building. Two years later, a new sign spanned the building above the storefront transoms: "UNITED STATES RUBBER PRODUCTS, Inc." And, a listing in the Polk Directory: the "United States Rubber Company of California."

By 1915 the Polk Directory listed forty-two businesses under the heading Automobiles. Eight businesses were included under Automobile Tires. The listing for Rubber Ties included Goodyear Tire and Rubber Company at West 1310 Railroad Avenue, Novelty Carriage Works, U.S. Rubber Company, B.F. Goodrich Rubber Company, Diamond Rubber Company, Firestone Tire and Rubber Company, and William Smith Rubber Company.

### **Building history**

#### **Sanborn Insurance Maps show the development of the block**

The **1888 map** depicts Block 18, Railroad Addition, bounded on the north by "W. 1<sup>st</sup> St.," south by W. Railroad Av., east by Monroe, and west by Madison." The subject site and lot to the west were undeveloped, while four frame dwellings occupied the eastern one-third and two dwellings occupied the northwest corner of the block.

In **1889** ten wood-frame dwellings occupied all the parcels in the block. The subject site had two common-wall dwellings.

The **1890 and 1891 maps** depicted twelve wood dwellings on the block.

Transition marked the **1902 map** as the downtown commercial district was moving west. The Montvale Block occupied the northeast corner with a cluster of three dwellings to its south. The large parcel on the block's west one-third was noted: "Excavation for New Bldg." Four dwellings, including those on the subject block (1011 and 1013 1<sup>st</sup>) occupied the parcels between the excavation and the Montvale. A side sewer permit, issued to L. B. Englebart, extended sewer to West 1011 and 1013 1<sup>st</sup> Avenue.

The block was essentially built out in **1910** with the common wall dwellings on the subject site as the final hold out. The Montvale Block and the newly constructed New Madison Apartments occupied the east and west ends. The "I.O.O.F Hall" was adjacent to the west of the dwellings. Across the alley in the strip to the south between the rail spurs of Pacific Avenue was the "Spokane Paint & Oil Co.," the "Washington Rubber Co.," and the "Washington Machinery & Supply Co."

The **1910, updated to 1928, and the 1956** (p282) maps were all pink, in other words, indicating that the entire block was covered with brick buildings. New to the block was the U.S. Rubber Building, and in the southeast corner, east of the former, and south of the Montvale Block, was a machine shop, a tire repair shop, a store, and a motorcycle shop.

### **Polk Directory, Building Permits and Ownership**

Wolf Goldberg had immigrated from Russia (or Poland) and arrived in Spokane around 1900. He is listed in the Polk Directory for the first time in 1901: Wolf Goldberg, Eastern Hide & Junk, 1010 First Ave., residence at 1226 First Ave. By 1905, Wolf Goldberg was listed as the proprietor of the Eastern Hide and Junk Co., 1010 First Avenue. The Eastern Hide and Junk Co. was a wholesale dealer in hides, furs, pelts, old brass, copper, zinc, scrap iron, old rubber boots -- and shoes, "a specialty." He resided at 1019 Riverside Avenue. Goldberg was also listed as operating a clothing shop at 425 West Main Avenue with Arthur J. Bloom, his partner in the Eastern Hide business, were also listed as operating a clothing shop at 425 West Main Avenue. The block in which this shop was located was an enclave of Jewish-owned businesses. (The building was owned by H. Rombeck, who would later consolidate lots and build the Rombeck Building, which would eventually become commonly known as the Huppin's Building.)

In 1906, Goldberg would purchase the property legally described as Lot 4, Block 18, RR Addition. On August 17, 1906, members of the Engelbart family sold and transferred the property by Quit Claim Deed to Wolf Goldberg et al. Sophy R Weiser, daughter of H.C. and Rebecca Engelbart received \$3,437; Carl W., Adolph A., and John F. each received \$937.50. The parcel Goldberg purchased had two dwelling units, 1011 and 1013 First Avenue. He moved into the unit at 1011 and resided there until he completed his new building.

*The Spokesman-Review* on April 29, 1911 reported that Spokane's downtown was booming with "Many Costly Edifices" being built.

#### **"MILLION INTO NEW BUILDING"**

Not including the new Monroe street bridge, the construction of the terminal for the Milwaukee railroad and the new city hall building, \$1,000,000 worth of improvement work is being done in the downtown district of Spokane.

The following work is underway: Pacific Telephone building Second avenue and Stevens, eight-story, \$250,000.

Imperial Trading company, Second avenue and Stevens, two-story, \$20,000.

#### **Fine High School**

Lewis and Clarke [sic] high school, cost \$400,000.

Holzman warehouse, Monroe and Railroad, addition to warehouse, cost \$15,000.

Goldberg building, First avenue, between Monroe and Madison, cost \$15,000.

Keedy building, garage, on Sprague and Jefferson street, cost \$7,000.

Regal garage, corner Sprague and Adams, cost \$5,000.

Eilers building, corner Post and Sprague, seven stories, \$135,000.

Inland Brewing and Malting company, Main avenue near Bernard, cost \$10,000.

Klumsky building, corner Main avenue and Stevens, cost \$12,000.

McGougan building, 217 Front avenue, three stories, cost \$35,000.

Rizzi block, three-story addition. Broadview dairy building, Washington and Cataldo, cost \$35,000.

Great Northern station additions, cost \$22,000.

In addition to these work is now being completed on the new K.P. hall at Jefferson and Riverside, and Spokane Club building at Monroe and Riverside.

The *Spokane Daily Chronicle* covered the construction of the new building of Wolf Goldberg in its May 11, 1911 edition.

#### **"WILL ADD STORY TO NEW BUILDING"**

#### **"Wolff [sic] Goldberg Will Have Two-Story Block on First Avenue."**

The new building being erected on First avenue, between Monroe and Madison will be two stories instead of a one-story building as a result of a lease which has been signed for the property by the Washington Rubber company. Wolff [sic] Goldberg, the owner, may possibly decide to make the structure a three-story building. A building permit was secured some time ago for a one-story building to cost \$15,000.

Carl H. Jabelonsky, architect in the Peyton building, who is preparing the plans, declares that the building will be practically a three-story structure owing to the fact that a mezzanine floor is to be built between the first and second floors, the ceiling for the first floor having been planned for a 20 [?] foot clearance.

A fine set of offices is to be established on the first floor, and the balance of the building, including the basement, will be used for salesrooms and storerooms for the Washington Rubber company.

The building will be 50 by 156 feet with two stories and basement in ex[?] and will be equipped with electric elevators. It will be faced with pressed brick and cement stone.

Wolf Goldberg moved forward with his building at 1011 First Avenue in applying for a permit to connect to the city water main on July 26, 1911. He would follow with a water meter permit on September 6, 1911.

The first Polk Directory listing for 1011 West First Avenue would come in 1912 with a listing for Gorham-Revere Rubber Company (a subsidiary of United States Rubber Company of California). Gorham-Revere would be again listed in 1913, and thereafter from 1914 to 1942, the sign of the United States Rubber Products, Inc. would be affixed to the front of the building. On December 15, 1913 the United States Rubber Company ran a display ad in the *Spokane Daily Chronicle*:

“The best of everything in rubber. Eureka Fire Hose, American Rubber clothing, Sawyor canvas belting; Meyer rubber footwear; Revere mechanical goods; Stoughton clothing; mechanical Cleveland; Goodyear’s glove.”

“Branches at Spokane, Wash. 1011-1013 First Avenue; also in L.A. Fresno, Phoenix, Portland, Seattle, SFO, Tacoma, Osaka.”

U.S. Rubber was listed in the classified section of Polk under a variety of rubber headings including tires. First Avenue seemed to be the tire corridor of the city with the following listings under the heading “Rubber Tires:” Diamond Rubber Company, 1210 First; The Goodyear Tire and Rubber Company, 1107 First; Gorham-Revere Rubber Company, 1011-1013 First; Interstate Rubber Company, 417-419 First.

In 1943, the address 1011 was not listed in Polk. “Pacific Electronics Radio App mfrs” occupied the building in 1945-46; it was vacant in 1947-49, occupied by McGuire Furniture Company in 1950, and not listed from 1951-53. Furniture stores were listed at 1011 from 1954-57. It remained vacant from 1958 to 1971.

A building permit was issued on 12/3/1970 to lower the ceiling with metal and fiberglass [sic] in the building at West 1011 First Avenue for a value of \$1,000.

Work had been permitted in the 1960s for the building to the east (Montvale at 1001) to develop a music store. Robert Shepler received a building permit that spanned West 1001 and 1011 on February 2, 1971 to cut an opening in the common wall between the two buildings. Although not verified by building permits, the Music City Annex was developed in the early 1970s with an extension of the mezzanine on the first floor and the building of small offices on both the ground floor and the mezzanine. Some work was done on the second floor, but it was largely undeveloped as were the third and fourth floors.

The Sheplers, Robert T. and Shirley Ann, purchased the building on March 6, 1978 from the Seattle First National Bank, Ida A. Goldberg estate. They operated Music City, a music business, in the Montvale Block and used the U.S. Rubber Building as the "Music City Annex."

After twenty years, they sold it to Rodney and K.R. Mitchell, and Martin and Lorelei Wittkopp on May 20, 1999. A variety of musical instruments and music teachers had occupied the office spaces within the building: Kohlsted's Stringed Repair; Amend Instrument Repairs; Hal Eastburg-Piano Studies; Robert Kee, Teacher of the Organ; Music City, Spokane Musical Instruments; La Beck, Stephanie Teacher of Keyboard; Art Rosenau, Organ Teacher; Edith Wagnitz, Piano; Gaea Aeolus, and Justin Neddo.

In 2000, Mitchell and Wittkopp sold the building to the Odd Girls, LLC. The Odd Girls continued to use the first floor as an arts venue, primarily music. In 2001, Gattos Yogurt and Ice Cream and Music City Clarkston musical instruments were listed; followed in 2003 by the March of Dimes, and On the Edge Internet Home Design. Craig Volosing and Event Services and Spokane Jazz Orchestras and Bands followed in 2004-2006. Avenue West Gallery was listed in 2007.

The Odd Girls LLC transferred the building to Spokane Partners, LLC by quit claim deed on January 14, 2005. Spokane Partners owned all of the buildings in the block except for the Montvale. During this time an annual arts event, "Terrain," evolved with the Music City Building as its venue for the First Friday in October. Music, food, drink, and art filled the first three floors of the building. Terrain was held in the building from 2009 to 2013, after which it moved to a larger venue. Eventually, the Spokane Partners suffered financial difficulties and the properties, including the U.S. Rubber Building, were transferred by quit claim deed to BS Spokane, LLC and Blow, LLC in 2014. GVD Partners, the current owners, purchased the property in 2014.

### **United States Rubber Company of California**

The **United States Rubber Company** was founded in Naugatuck, Connecticut in 1892 when business financier, Charles R. Flint, consolidated nine rubber

companies that had been engaged in the competitive rubber footwear business. It was one of the original twelve stocks in the Dow Jones Industrial Average. Engaged predominantly in the footwear business, U.S. Rubber was late in entering the growing and profitable rubber tire market. In 1905, U.S. Rubber acquired Rubber Goods Manufacturing (RGM) in order to enter the tire market. In the following year, Mr. Flint traveled to Brussels, Belgium to secure the entire rubber output of the Belgian Congo, making the company one of the tire sector's major newcomers.

In 1927, the Du Pont family controlled U.S. Rubber, and alongside other industrialists pushed to consolidate U.S. Rubber, Goodyear, and Seiberling. This effort, however, did not win the support of the financial institutions. Tire sales dropped significantly during the Great Depression, but U.S. Rubber maintained and increased its market share from 6.9 percent in 1929 to 30 percent in 1931. General Motors, in which Du Pont also had an interest, gave half of its business in 1931. Sales to the Ford Motor Company also boosted the increase in business. The acquisition of a large share of the Gillette Safety Tire Company had bolstered tire sales to General Motors. U.S. Rubber was producing tires under the Gillette, Ward, Atlas, U.S. Rubber and U.S. Royal brands.

U.S. Rubber purchased the remainder of Gillette in 1940 and expanded and modernized their Eau Claire, Wisconsin factory. With the onset of WWII production of war goods—truck and airplane tires, canvas-top, rubber-soled jungle boots—became the driving force in the rubber industry. U.S. Rubber ranked 37<sup>th</sup> in the United States in the value of wartime production. In 1942, the Eau Claire plant was sold to the federal government and converted to an ammunition factory. The following year U.S. Rubber purchased the plant back from the government and converted back to tire production, using synthetic rubber.

After four decades of maintaining a leading position in the tire and rubber industry, in 1966, U.S. Rubber changed its name to Uniroyal.

(<https://www.encyclopedia.com/history>, reviewed May 4, 2018)

### **Wolf Goldberg, building developer - 1869-1941**

Wolf Goldberg was born in 1869 in Russia or Poland (the 1920 census lists Russia, and the 1930 census and 1940 census list Poland), was a long-time Spokane businessman, and was a prominent member of the Jewish community. Goldberg immigrated to the United States in 1887 and settled in Spokane in around 1900. He is first listed in the Polk Directory in 1901. He was married to Ethyl and had three daughters, Ida, Lena, and Anna Kaye, and a son, Morris.

Goldberg was the owner of furniture stores, second-hand clothing stores, and hide and junk shops. The 1901 Polk Directory lists Wolf Goldberg as the proprietor of the Eastern Hide and Junk Company, with a residence at 1019 Riverside Avenue.



The 1905 listing for the junk shop included Arthur Bloom as a partner. In 1910, Goldberg was residing at 1011 West First Avenue and had two business locations, the Central Clothing Co. second-hand store on West Main, and Goldberg and Bloom hides and junk across the street at 1014 West First Avenue. Goldberg and Bloom also operated a clothing store at 425 West Main Avenue.

Wolf Goldberg passed away in Spokane on August 10, 1941 and is buried in Mt. Nebo Cemetery. His death notice was published in the August 11, 1941 edition of the Spokane Daily Chronicle

Funeral services for Wolf Goldberg, 72, 105 Sixth were being held this afternoon at the Smith funeral home, with Rabbi Aaron Werner officiating. Burial was to follow in Mount Nebo cemetery. Mr. Goldberg had been a local merchant 40 years and was prominent in Spokane Jewish activities. Surviving are three daughters, Mrs. Lena Bloom, Mrs. Anna Key and Miss Ida Goldberg, and a son, Morris, all of Spokane.

“Spokane’s Jewish Community” and Wolf Goldberg were given brief mention in Durham (1912) “The Orthodox element of Spokane Jewry is represented by Congregation Keneseth Israel, organized in 1902. During the first seven years of their existence they worshipped in Odd Fellows hall. In 1909 the congregation erected a synagogue at a cost of \$35,000. The chief lay workers of this congregation have been the Cohn brothers (Hyman, Joseph and Harry), Abraham Phillips, Abraham Coll, Wolf Goldberg, and B. Asheim. The congregation has thus far had two Rabbis.”

### **Carl Hugo Jabelonsky, Architect - 1879-1957**

Carl Jabelonsky, born in Sweden in 1879 was trained as a civil engineer in Sweden. He immigrated to the United States in 1900, and although he came to Spokane as an engineer, he was first listed in the Spokane Polk Directory in 1909 as an architect and civil engineer with an office in the Peyton Building. He was listed intermittently in the classified pages as civil engineer, but listed between 1909 and 1916 under the category “architect.” In 1917 and 1918, Jabelonsky was listed as residing in Spokane at E. 2011 15<sup>th</sup> Avenue, and in 1917 as an architect, but he was no longer listed in the classified pages. In 1918, he was listed in Polk as “USA.” He departed Spokane in either 1918 or 1919 and appeared in Brooklyn, New York in the 1920 U.S. Census as an army captain. In the 1930 U.S. Census Jabelonsky was enumerated as age 51, and an army officer at the Schofield Barracks in Honolulu, Hawaii. He was married to Thyra and had a 15-year-old daughter. In 1940, Jabelonsky, age 60, was in Denver, and a major in the U.S. Army. He passed away in Denver on September 3, 1957.

### **Durham’s Biography of Jabelonsky**

Carl Hugo Jabelonsky, an architect of Spokane, who is a splendid example of the men of foreign birth who have found in the new world business conditions that have enabled them to develop and utilize their powers and talents, and thus win success, was born in Sweden, April 10, 1879. His parents, Anders and Elsa (Akesson) Jabelonsky, were also natives of that country, where they still reside, the father being a retired railroad man. The three brothers and three sisters of Carl H. Jabelonsky are .... residing in Sweden. Spending his youthful days in the land of his nativity, Carl Hugo Jabelonsky was educated in the Malmoe School of Technical Trade, from which he was graduated in 1897, receiving the degree similar to that of civil engineer in the United States. During the summer he pursued his studies and until 1899 was employed through the remainder of the year by the city and harbor department of Malmoe as draftsman and assistant engineer. From April until September, 1899, he was engineer with the Olands New Cement Company, in charge of the harbor works and building, and at the later date entered upon the study of engineering works in Europe, to which he gave his time until the succeeding May. From February, 1901, until January, 1905, he was draftsman and designer and was in charge of structural steel contracts for J. B. & J. M. Cornell Company of New York City, having come to the United States at the former date. In connection he had charge of the buildings of the navy department in the Charleston Navy Yards, superintended the steel construction for the Metropolitan Railroad Company of New York and Yonkers, had charge of the steel work for the New York Chamber of Commerce and also superintended the steel construction of a number of the sky scrapers of the metropolis, including buildings twenty-two stories in height. His work also was done in connection with a number of leading apartment houses and manufacturing plants. For three months he was with Thomas Edison designing the steel structure for his cement plant, and from February, 1905, until June, 1906, was with Westinghouse, Church & Kerr Company, engineers for New York city, designing a number of buildings, both steel and reinforced concrete, especially manufacturing plants.

From June, 1906, until January, 1907, Mr. Jabelonsky was with the New York Central & Hudson River Railroad and designed a number of buildings for the corporation, including roundhouses and warehouses, also bridges, working in both steel and reinforced concrete construction. He was afterward, from January until August, 1907, with the General Electric Company at Pittsfield, Massachusetts, and assistant engineer in charge of the drafting room, and designed a number of steel and reinforced concrete

manufacturing buildings. At the latter date he was promoted, remaining with the company until February, 1908, with headquarters at Schenectady, New York, as architectural engineer in charge of the preliminary layout for the proposed plant at Erie, Pennsylvania. This plant when completed will cost thirty million dollars. For four months Mr. Jabelonsky was temporarily assigned to the American Concrete Steel Company at Newark, New Jersey, in order to study and acquaint himself with the latest methods in concrete building construction.

In May 1908, Mr. Jabelonsky came to Spokane and his first work was a superintendent of construction of the Washington Mill, the plans for which were made by Architect Robert Sweatt. Mr. Jabelonsky then opened an office of his own as architect and engineer, and has designed a number of the large and smaller buildings in Spokane and tributary territory. He was the designer of the Hotel Majestic, which was erected at a cost of one hundred thousand dollars; the Hoban building, a six-story structure costing twenty-two thousand dollars; the Reiff building, at thirty thousand dollars; two buildings for Mr. Goldberg, costing fifty thousand dollars; the Dooley block, at twenty thousand dollars; and the Spokane Soda Bottling Works costing forty thousand dollars. He has also designed about fifty residences in Spokane and vicinity.

...

At the present time he has in hand a number of important constructions and, in addition to his extensive architectural, engineering and building operations, he is interested in mining properties in British Columbia, including the Morning Bell and Golden Scepter.

On the 1<sup>st</sup> of August, 1903, Mr. Jabelonsky was married to Miss Thyra Elisabeth Gunhilda Osterberg, a daughter of Carl Osterberg, a business man of Sweden. They belong to the Swedish Lutheran church and their home, which they own, is a hospitable one, its good cheer being greatly enjoyed by the many friends whom they have gained during their residence in Spokane. Mr. Jabelonsky is a republican and is identified with several organizations in Spokane, especially those in which his fellow countrymen hold membership. He is now the secretary of the Swedish American League, is chairman of the finance committee of the Scandinavian Brotherhood of America and is an associate member of the American Society of Civil Engineers. He also belongs to the American Society of Swedish Engineers and is a fellow of the Spokane Architect Club. He has gained prominence and renown in

his profession, his ability placing him in an enviable position as is indicated by the importance of the work he has done in both the east and the west. His thorough training in Sweden, his study of engineering problems in the different important cities of Europe and his long experience in American have well qualified him for the important and onerous professional duties which devolve upon him.

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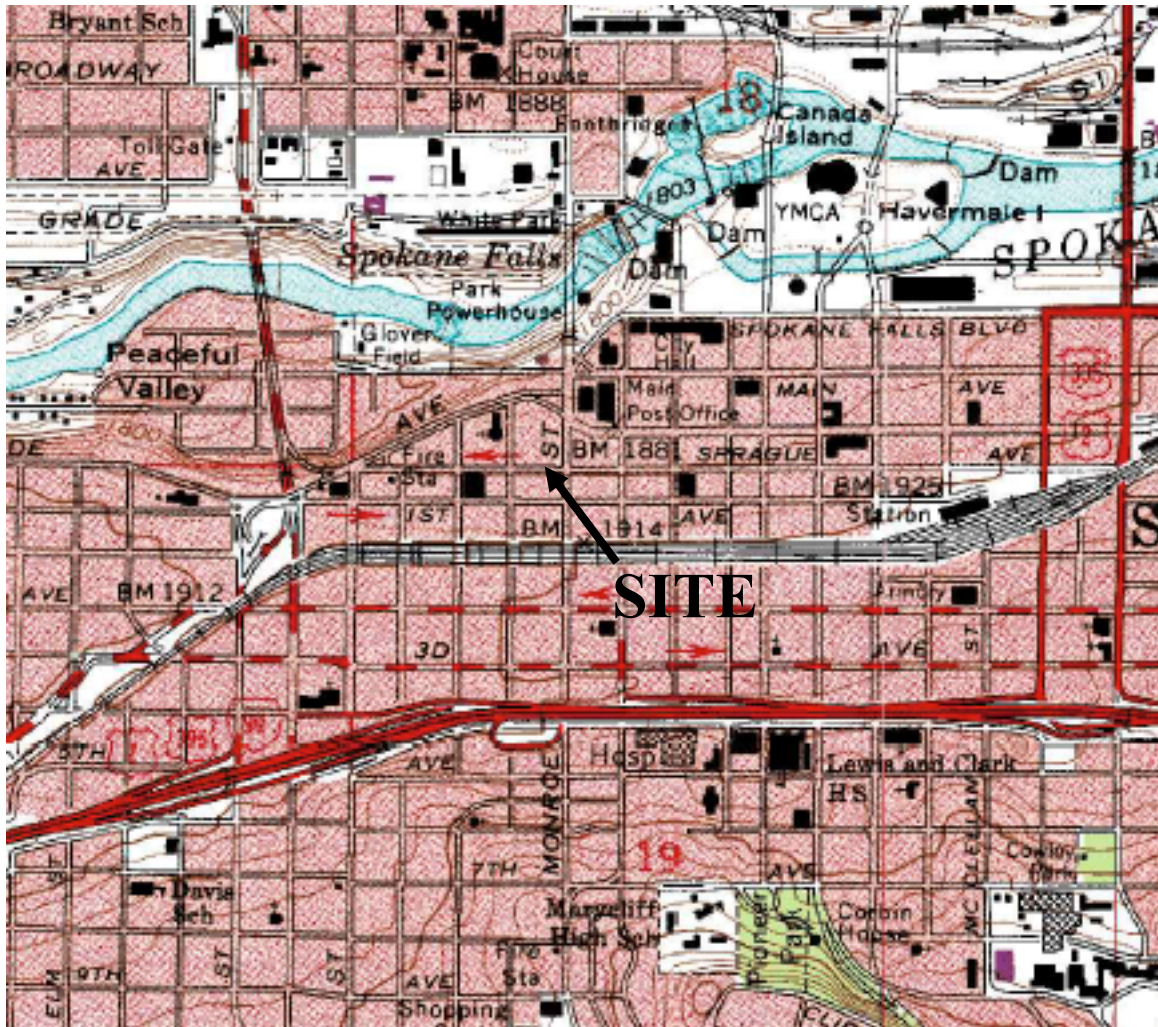
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## **MAPS AND PHOTO PAGES**



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

**UNITED STATES RUBBER BUILDING**  
**1011 WEST FIRST AVENUE**

↑  
N  
1' = 2000'

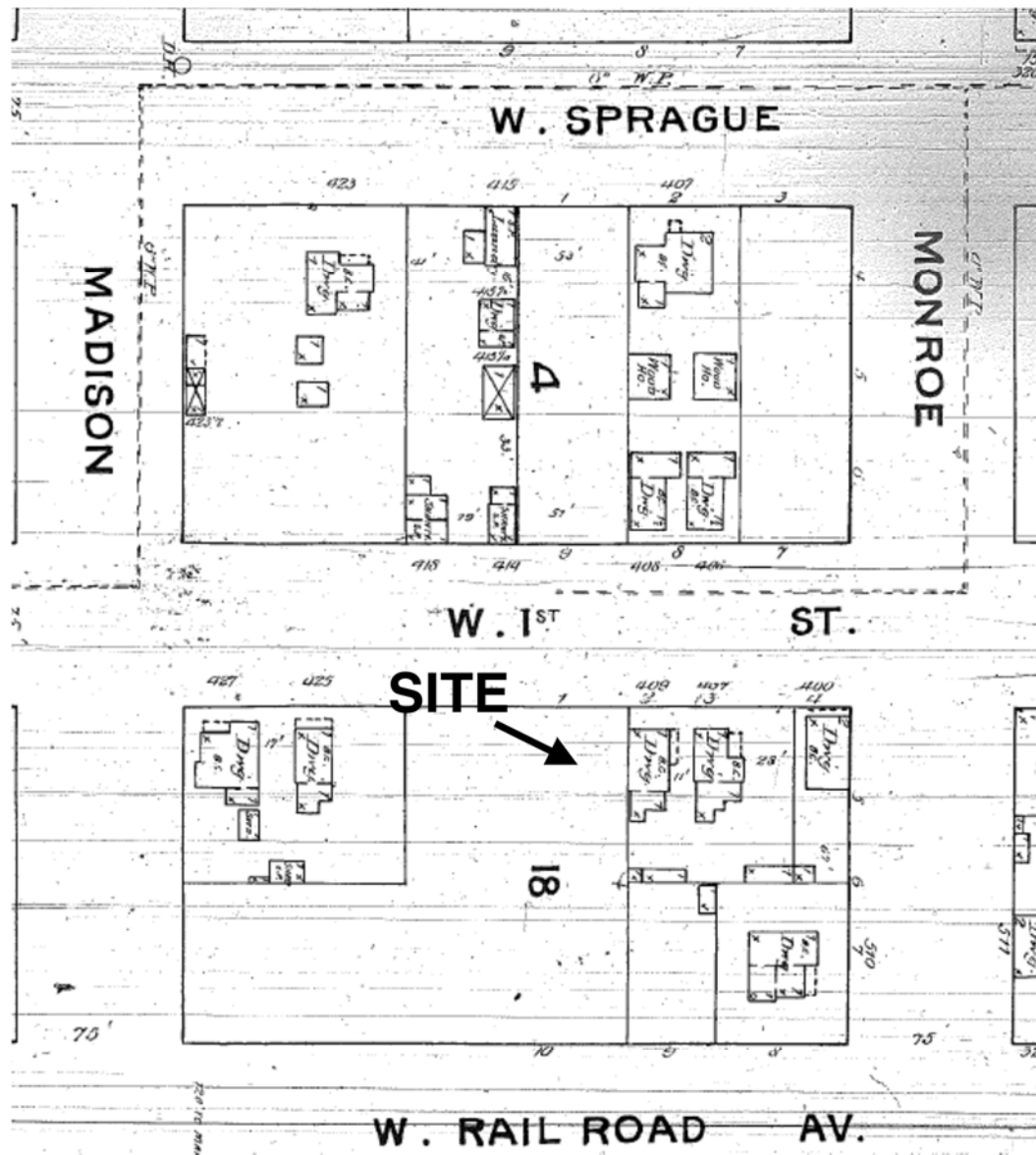




Spokane City Map. 7/2018.

**UNITED STATES RUBBER BUILDING**  
**1011 WEST FIRST AVENUE**

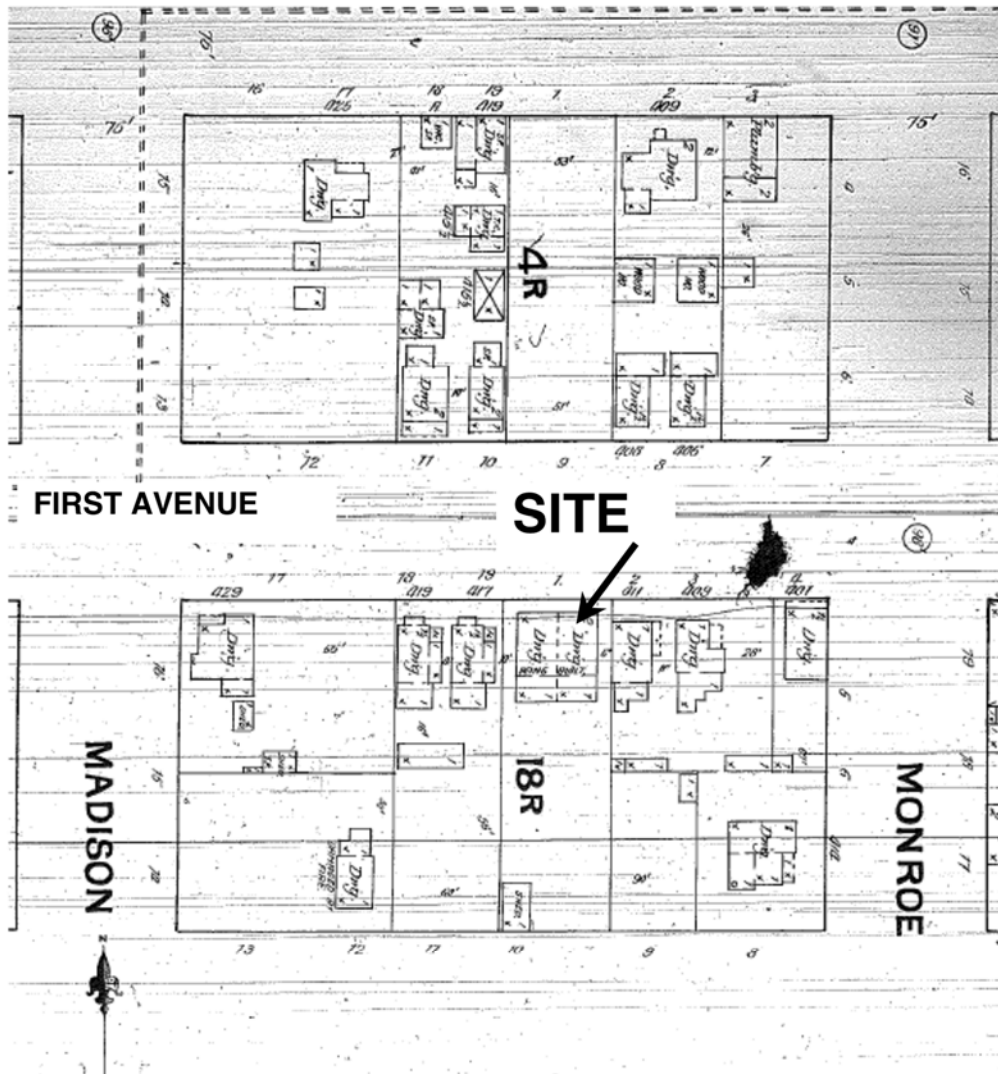
↑  
N  
1" = 60'



Sanborn Insurance Map – 1888 – page 7

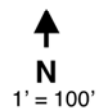
**1011-1013 WEST 1ST AVENUE  
1888 SANBORN MAP**

↑  
N  
1' = 100'



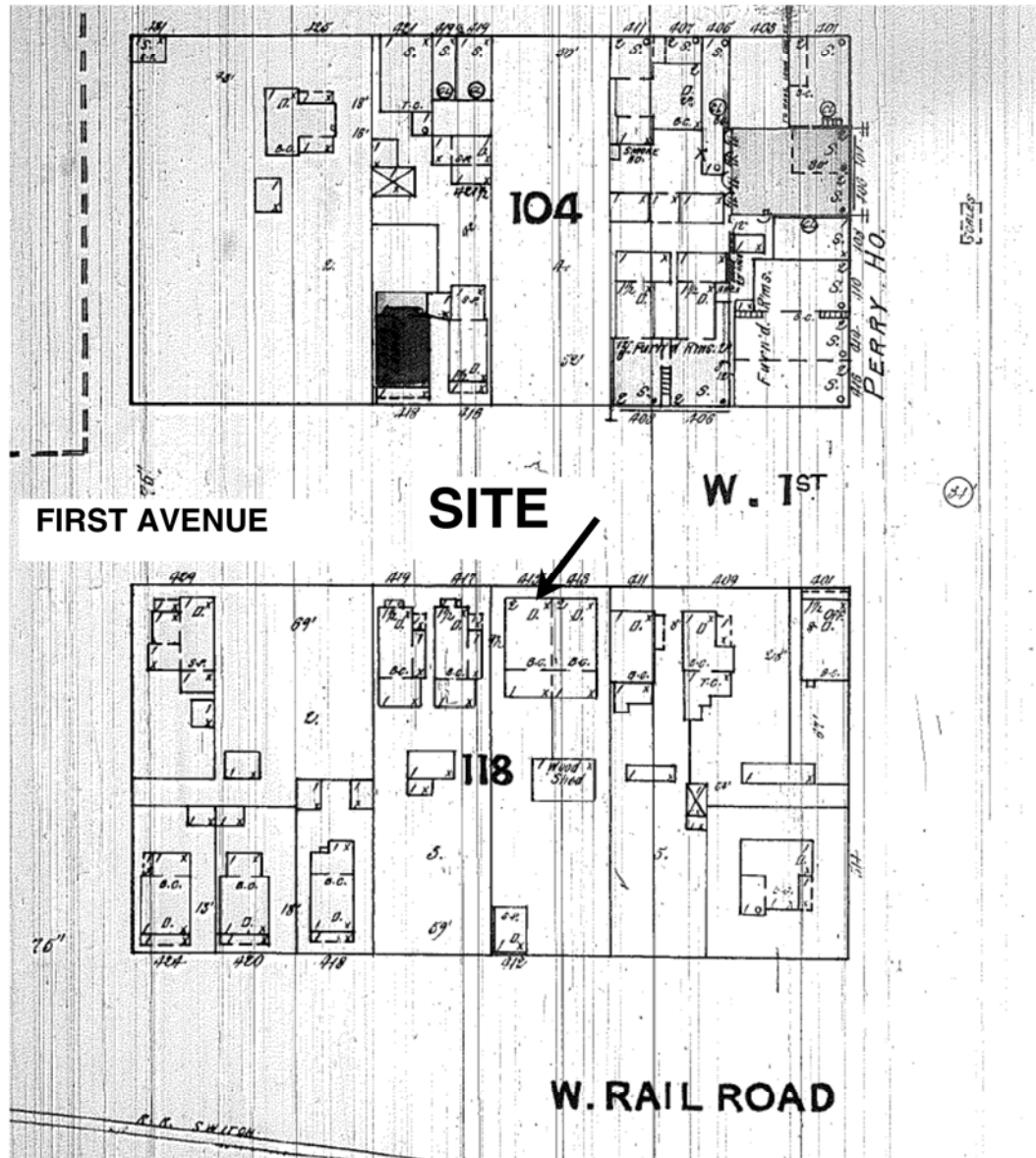
Sanborn Insurance Map – 1889 – page 9

**1011-1013 WEST 1ST AVENUE  
1889 SANBORN MAP**





↑  
N  
1' = 100'

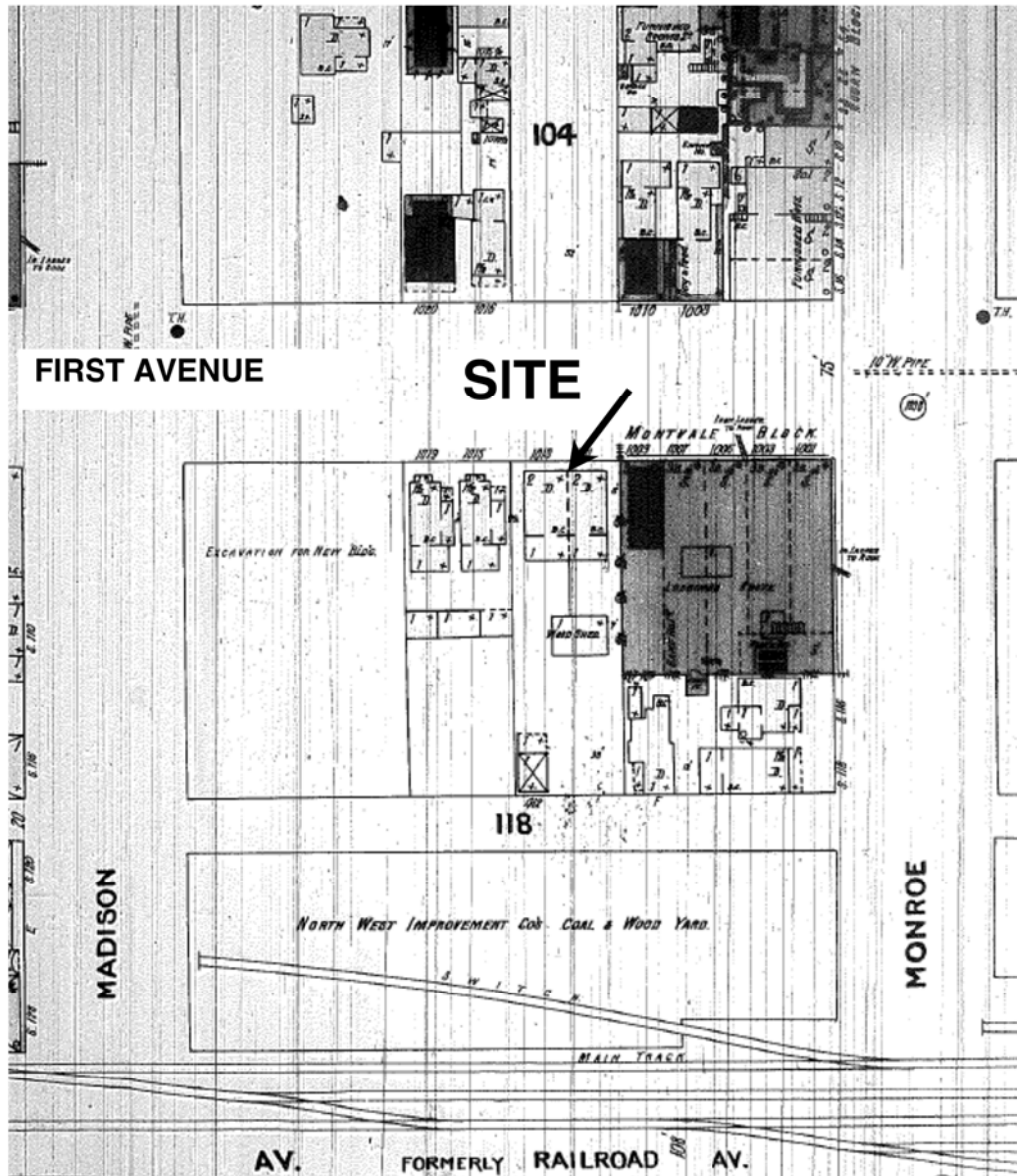


Sanborn Insurance Map – 1891 – page 12

**1011-1013 WEST 1ST AVENUE  
1891 SANBORN MAP**

↑  
N  
1' = 100'

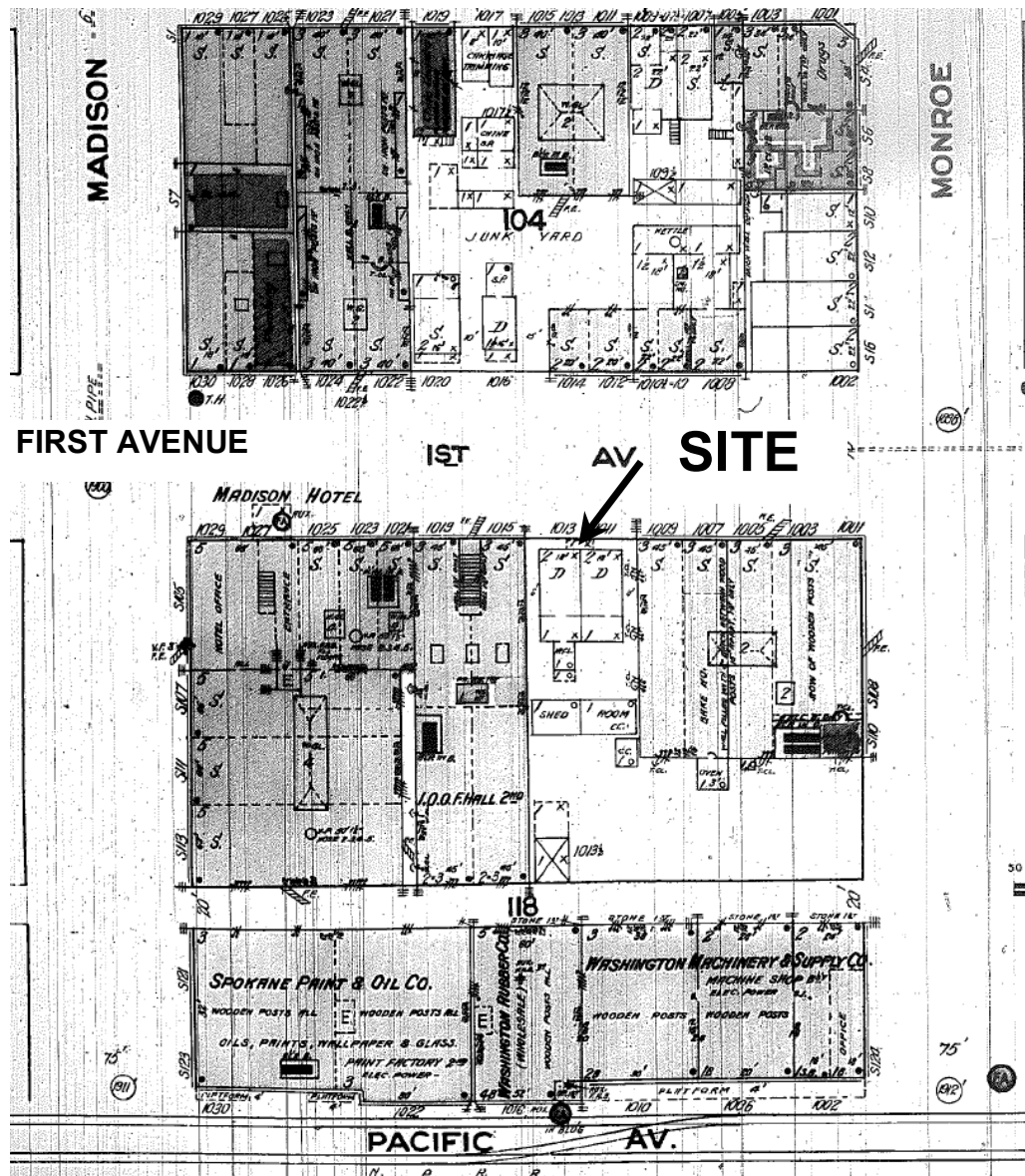




Sanborn Insurance Map – 1902 – page 12

**1011-1013 WEST 1ST AVENUE  
1902 SANBORN MAP**

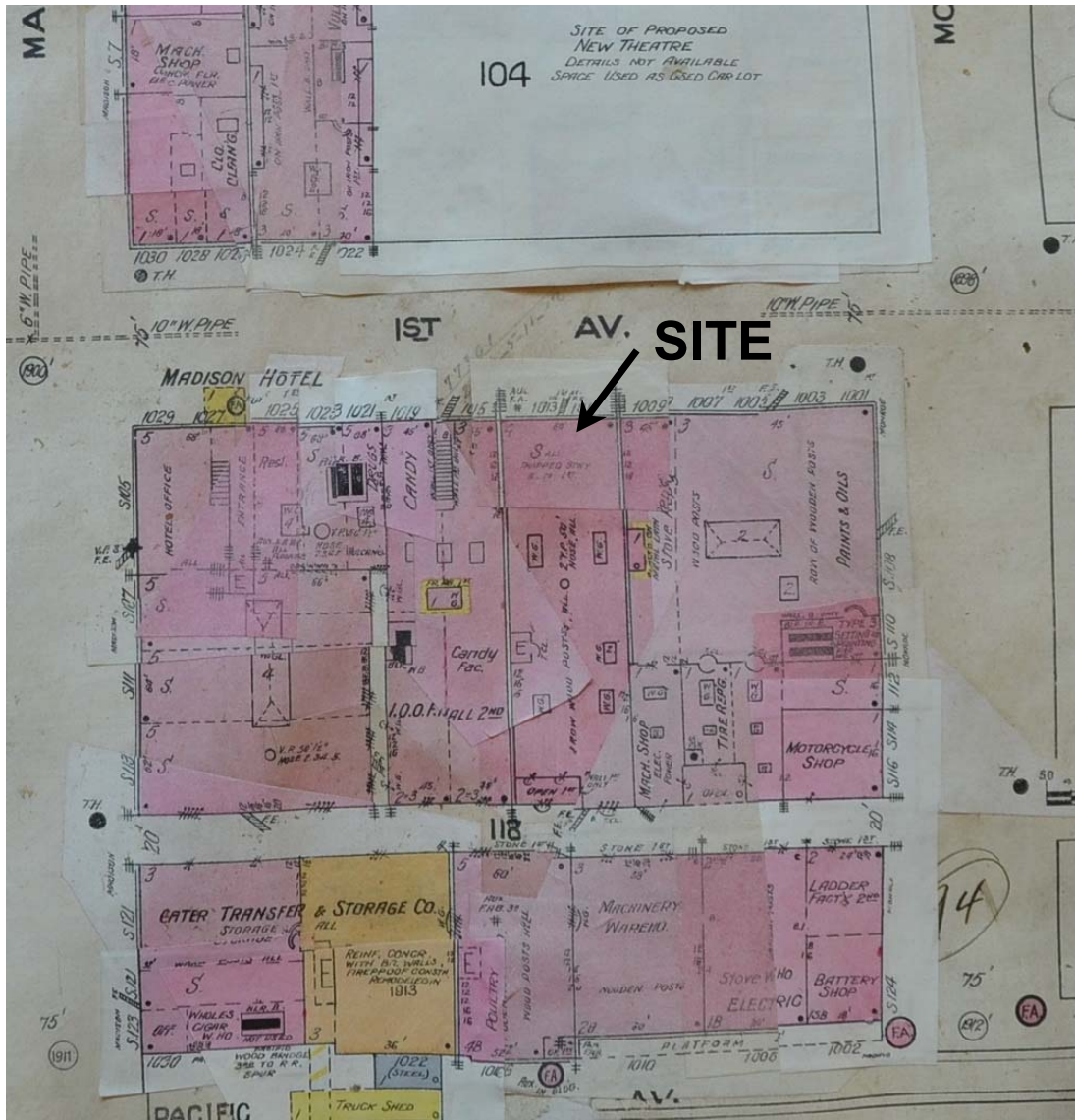
↑  
N  
1" = 100'



Sanborn Insurance Map – 1910 – page 28

**1011-1013 WEST 1ST AVENUE  
1910 SANBORN MAP**

↑  
N  
1' = 100'

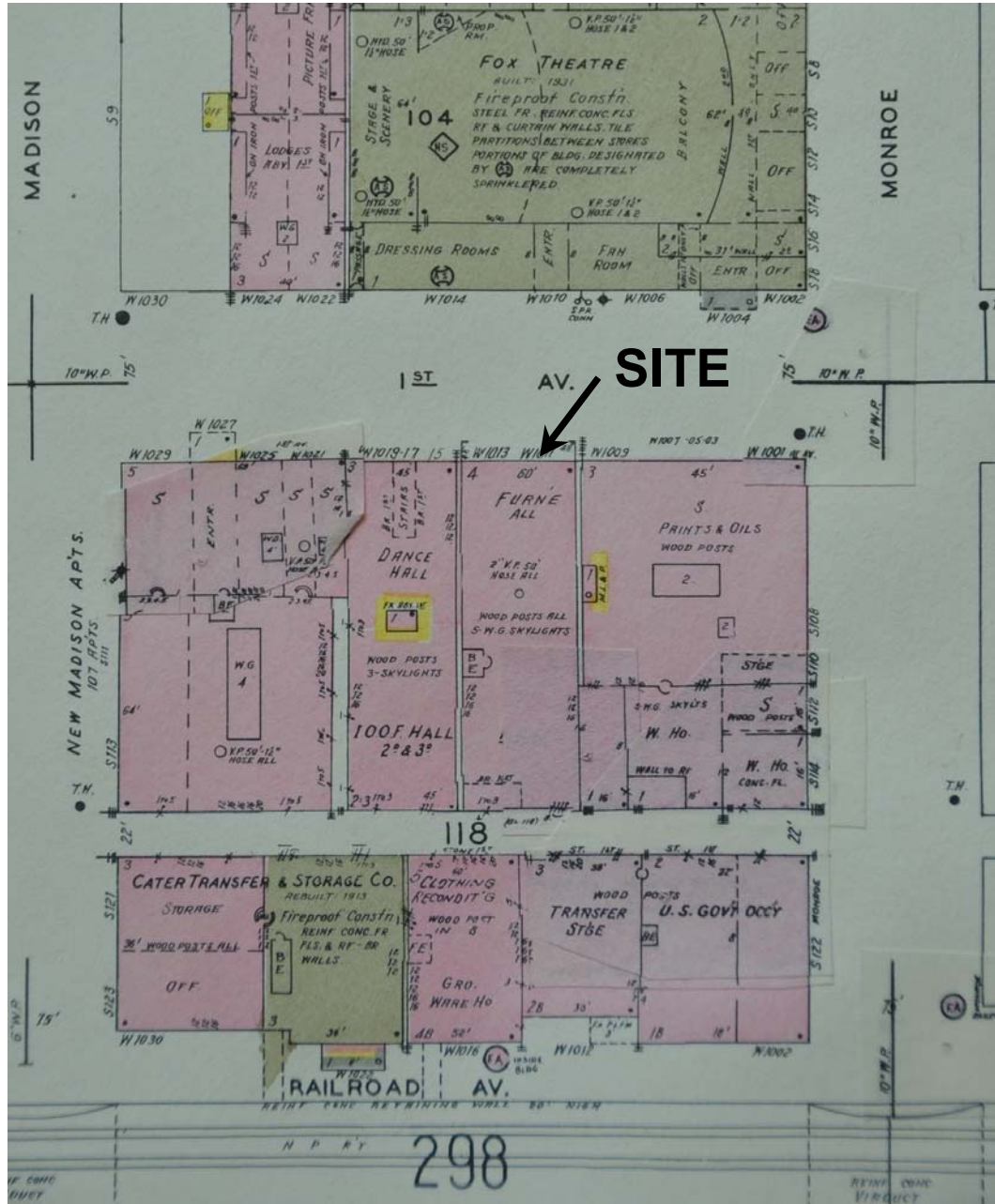


Sanborn Insurance Map – 1928 – page 281

**1011-1013 WEST 1ST AVENUE  
1928 SANBORN MAP**

↑  
N  
1' = 100'





Sanborn Insurance Map – 1956 – page 282

**1011-1013 WEST 1ST AVENUE**  
**1956 SANBORN MAP**

↑  
N  
1' = 100'

## **PHOTO PAGES - EXTERIOR**



1934 - US Rubber - L87-1.4419-34



1. Contextual view along First Avenue looking southwest



2. Contextual view along First Avenue, looking southeast





3. Front facade 1011 West First Avenue looking south



4. Looking south at first floor bays



5. 1011 West First Avenue -- main entry bay, looking south



6. Coffered ceiling above main entry approach





7. Front façade -- second story windows, looking south



8. Front façade -- fourth floor window sash, sill and head



9. Front facade -- northeast corner of cornice and parapet



10. Front facade -- northwest corner of cornice & parapet





11. Southeast corner -- east and rear facades, looking west



12. Looking north at rear (south) facade



13. South façade -- southeast corner, looking north



14. South facade service entrance and loading dock





15. Rear Facade -- southwest corner, looking northeast



16. Roof top and north parapet wall, looking northeast



17. Roof top - - showing skylights and venting, looking southeast

## **PHOTO PAGES - INTERIOR**





1. Basement -- looking north across center bay



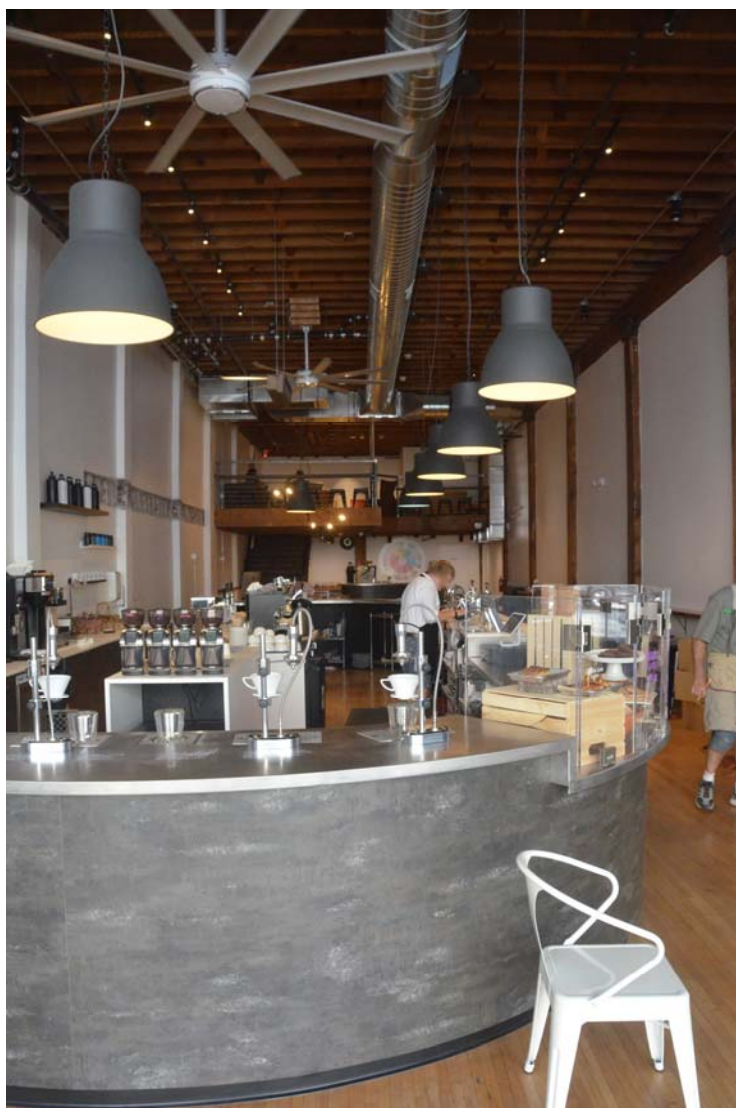
2. Basement -- looking south toward abandoned stairs to first floor



3. First floor -- west bay, looking south (toward rear)



4. First floor -- west bay, looking north (toward front)



5. First floor -- east bay, looking south (toward rear)





6. First floor -- east bay, looking north (toward front)



7. Second floor -- looking north (toward front)



8. Second floor -- looking south (toward rear)

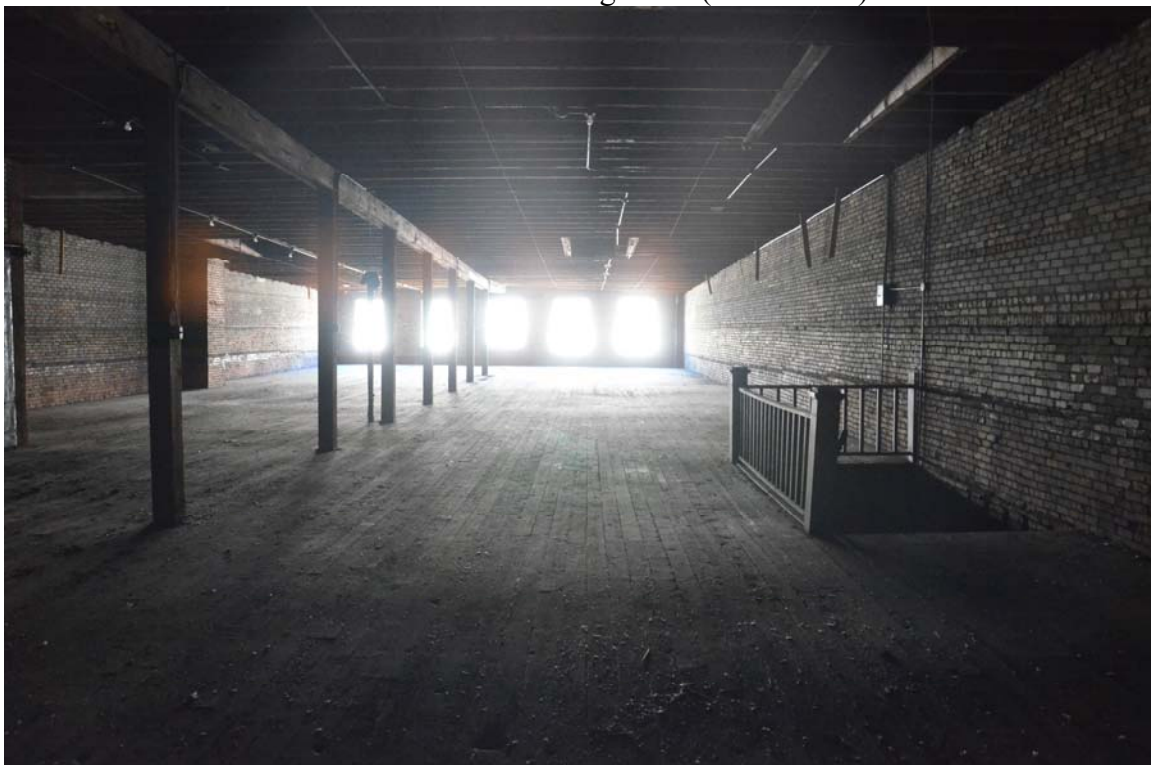


9. Third floor -- looking north (toward front)





10. Third floor -- looking south (toward rear)



11. Fourth floor -- looking north (toward front)



12. Fourth floor -- looking south (toward rear)



**Agenda Sheet for City Council Meeting of:**  
11/05/2018

<b>Date Rec'd</b>	10/22/2018
<b>Clerk's File #</b>	OPR 2018-0685
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	HISTORIC PRESERVATION
<b>Contact Name/Phone</b>	MEGAN 625-6543
<b>Contact E-Mail</b>	MDUVALL@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0470 - WILSON ELEMENTARY SRHP NOMINATION

**Agenda Wording**

Recommendation to list Wilson Elementary, 911 West 25th Avenue, 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. Wilson Elementary has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

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

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

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	DUVALL, MEGAN	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	TRAUTMAN, HEATHER	<b><u>Other</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	mduvall@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	dkinder@spokanecity.org	
<b><u>Additional Approvals</u></b>		sbishop@spokanecity.org	
<b><u>Purchasing</u></b>			

# **Findings of Fact and Decision for Council Review**

## **Nomination to the Spokane Register of Historic Places**

### **Wilson Elementary – 911 West 25th Avenue**

#### **FINDINGS OF FACT**

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

- Completed in 1926; Wilson Elementary School meets the age criteria for listing on the Spokane Register of Historic Places.

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

- Historically significant under Category A, the school is a well-preserved example of the "modern" one-story school buildings and its place in the continuum of the history of Spokane Schools. The school was built to serve the expanding residential area on the western South Hill and became the center of a neighborhood of modest single-family houses.
- The building is also eligible under Category C, designed by master architect Loren L. Rand, and built in 1926 with elements of Renaissance Revival design, the building is richly articulated in variegated brick and terra cotta moldings.

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

- The 1926 exterior portion of the originally school is virtually intact, although later additions have been added over time – the first addition was completed in 1941 and destroyed by fire in 1973; a second addition added two classrooms to the rear and the gym/multipurpose room in 1961; and finally a wing addition to the southeast was done in a "facsimile" of the original design in 1999.
- The building possesses good integrity of location, design, materials, workmanship and association.

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

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

#### **RECOMMENDATION**

---

The Spokane Historic Landmarks Commission evaluated Wilson Elementary according to the appropriate criteria at a public hearing on 10/17/18 and recommends that Wilson Elementary be listed on the Spokane Register of Historic Places.

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

**NOTICE OF MANAGEMENT AGREEMENT**

NOTICE IS HEREBY GIVEN that the property legally described as:

JEROME PK L1TO12 B14.

Parcel Number 35303.2701, is governed by a Management Agreement between the City of Spokane and the Owner(s), Spokane School District 81, 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 **17th** day of **October 2018**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Spokane School District 81** (hereinafter "Owner(s)"), the owner of the property located at **911 West 25th Avenue** commonly known as the **Wilson Elementary** 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

\_\_\_\_\_  
David A. Condon

**ATTEST:**

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

**Approved as to form:**

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

STATE OF Washington )  
 ) ss.  
County of Spokane )

On this 9th day of October, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, personally Mark Anderson appeared

\_\_\_\_\_, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he (he/she/they) signed the same as his (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 9th day of October, 2018.



Terri Lefors

Notary Public in and for the State of Washington, residing at Spokane  
My commission expires 10/8/22

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON, 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 \_\_\_\_\_, 2018.

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

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

## **Attachment A**

## **Secretary of The Interior's Standards**

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

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

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

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

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

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

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

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

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

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

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

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

Historic Name: Wilson Elementary School  
And/Or Common Name: Wilson School

Street & Number: 911 West 25<sup>th</sup> Avenue  
City, State, Zip Code: Spokane, WA 99203  
Parcel Number: 35303.2701

### 3. Classification

Category	Ownership	Status	Present Use	
<input checked="" type="checkbox"/> building	<input checked="" 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 type="checkbox"/> private	<input type="checkbox"/> work in progress	<input type="checkbox"/> commercial	<input type="checkbox"/> park
<input type="checkbox"/> structure			<input checked="" type="checkbox"/> educational	<input type="checkbox"/> residential
<input type="checkbox"/> object	<b>Public Acquisition</b>	<b>Accessible</b>	<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: Spokane School District No. 81  
Street & Number: 200 North Bernard Street  
City, State, Zip Code: Spokane, WA 99201  
Telephone Number/E-mail: Mark Anderson – 509-354-5900 (contact)

## 5. Location of Legal Description

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

## 6. Representation in Existing Surveys

Title: N/A  
Date: ☐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 Criteria and Statement of Significance

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

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

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

## 9. Major Bibliographical References

*Bibliography is found on one or more continuation sheets.*

## 10. Geographical Data

Acreage of Property: 1.72 Acres

Verbal Boundary Description: JEROME PK L1TO12B14. Bounded by Lincoln Street, 25<sup>th</sup> Avenue, Monroe Street, and 26<sup>th</sup> Avenue

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

## 11. Form Prepared By

Name and Title: Jim Kolva, owner

Organization: Jim Kolva Associates, LLC

Street, City, State, Zip Code: 115 South Adams Street, Suite 1

Telephone Number: 509-458-5517

E-mail Address: jim@jimkolvaassociates.com

Date Final Nomination Heard:

## 12. Additional Documentation

*Additional documentation is found on one or more continuation sheets.*

**13. Signature of Owner(s)**

\_\_\_\_\_  
\_\_\_\_\_

**14. For Official Use Only:**

Date nomination application filed: \_\_\_\_\_

Date of Landmarks Commission Hearing: \_\_\_\_\_

Landmarks Commission decision: \_\_\_\_\_

Date of City Council/Board of County Commissioners' hearing: \_\_\_\_\_

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

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

\_\_\_\_\_  
**Date**

Attest:

Approved as to form:

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

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



## SUMMARY STATEMENT

### **Summary Paragraph**

Wilson Elementary School is in the southwest quadrant of the City of Spokane, within the Manito-Cannon Hill Neighborhood, and occupies the entire block bounded by 25th Avenue, Lincoln Street, 26<sup>th</sup> Avenue, and Monroe Street. Designed by master architect Loren L. Rand, and built in 1926 with elements of Renaissance Revival design, the building is richly articulated in variegated brick and terra cotta moldings. The one-story building is strongly horizontal in elevation with additional emphasis provided by a terra cotta water table, cornice, and coping courses. Facing north, the main entry suggests a Tudor tower as it projects above the parapet wall. Terra cotta pedestals within the brick field of the parapet wall extend between the cornice and coping courses to suggest crenellations. Behind the parapet is a flat roof.

Flanking each side of the prominent entry are wall sections divided by vertical terra cotta moldings into five window bays. A square blank wall salient anchors each end and wraps the outside corners. Although each bay contains identical window bay configuration, they are arranged asymmetrically.

Two wings, both additions, extend south from the original building. The 1961 classroom addition in the southwest corner is of contemporary design, while the 1999 addition along the east side mimics the design style and detailing of the 1926 building. A multi-purpose room was added in 1961 and is connected to the original building by an enclosed breezeway.

### **Current Appearance**

#### **Front – North Facade**

The one-story building, brick and terra cotta, faces north along 25<sup>th</sup> Avenue. Rising from a concrete foundation and partial basement, the building is on a site that slopes down to the northwest. Its orientation is strongly horizontal in elevation with emphasis provided by a terra cotta water table, cornice, and coping courses. Facing north, the main entry suggests a Tudor tower as it projects above the parapet wall. Terra cotta pedestals within the brickfield of the parapet wall extend between the cornice and coping courses to suggest crenellations.

The front façade is essentially symmetrical and divided vertically into five segments; the central entry tower, flanking window walls, and projecting flat end salients.

The main entry is a truncated tower, formed by octagonal terra cotta pilasters set on the corners of the slightly projecting entry, reminiscent of Tudor manors in England. A straight run of broad concrete steps, with six steps to an intermediate landing, and seven steps to the approach landing, provide access to the building. Flanking the steps are low concrete buttresses that ascend at the angle of the steps to engage a concrete wall that projects from the foundation wall. Atop this wall and set back slightly from the front face is a brick wall capped with a concrete coping. This wall rises to a terra cotta water

table course that projects slightly from the entry salient and supports the octagonal pilaster pair that frames the entry opening.

A broad three-point arch frames the recessed entry ensemble that consists of double wood and glass panel doors, multi-wood panel, and multi-transom windows. The arch is decorated by recessed panels that angle out from the intrados to the elongated bead and reel (blue) quarter round molding on the intrados of the outer compound arch.

The doorway arch supports an engaged arcade composed of flat terra cotta pilasters topped by simple corbeled capitals that support a round arch arcade and cornice. This arcade terminates at the octagonal pilasters of the corners. Centered on the arcade ledge is an antefix in a palmette motif. The corner pilasters, the arcaded cornice, and the parapet cornice frame, within a brick field, a terra cotta panel with the incised blue letters "WOODROW WILSON SCHOOL." Centered atop the name panel and projecting slightly above the parapet cap is foliated cartouche with a shell motif in blue terra cotta.

Flanking each side of the prominent entry are wall sections divided by vertical terra cotta moldings into five window bays. These walls abut a square, blank wall salient that anchors each end of the façade and wraps the outside corners. In stark contrast to the richness of the intermediate façade segments, the only adornment on the flat brick panel is, as penciled onto the elevation drawing, a frame formed by: a 4" header, 8" stretcher, and 4" header." To more clearly articulate the brick frame, the headers are a buff color and the stretchers are a red color.

The window bays are given prominence by cream-colored terra cotta moldings--pilasters rise from the terra cotta water table course and extend past the projecting terra cotta sills to a crowning architrave. The architrave heads both the single bays and joins the triple window pairs in to a single ensemble. Within the frieze are foliated medallions and cartouches joined by a curving plant stem and acanthus leaf motifs. Within the floral encrusted frames are blue eight-petal blossoms, resembling Morning Glory.

Although each bay contains identical window bay configurations, they are arranged asymmetrically. The window pattern on the east side consists, from the entry to the end, of two single bays, and three groups of paired bays, while the window pattern of the west side consists, from entry to outside, of a single window bay, three paired bays, and a single window bay. The sash is steel and divided into nine lights—three columns and three rows. Solid panels have been installed in the upper sections of the window openings, covering the top two rows of lights. It appears that the sash is intact behind the solid panel. (Within the classrooms, the upper section of the window has been covered with a wall section.) The brick wall is variegated salmon-colored rug-faced brick laid in running bond. The colors range from tan to soft red.

The low parapet extends across the window wall segments between the end salients and the main entry where the wall projects forward of the façade plane and rises above the flanking parapet walls. Each of the parapet segments is divided into five sections on each

side of the main entry, and the alignment of the terra cotta pedestals corresponds to the narrow wall segment between the window bays, and thus, is not quite symmetrical.

West of the original building is the 1960-1961 addition that includes the multi-purpose room and connecting breezeway. Two classrooms from that same project year are at the rear and not visible from the fronting street. The gymnasium is composed of a two-story brick façade to which is joined on the west side by a one-story brick façade. Both facades are flat, featureless red brick resting on a concrete foundation. The gymnasium wall is divided into three sections by four concrete columns that support an exposed concrete beam. The sheet metal fascia cladding the flat roof is visible above the concrete beam.

The breezeway is low-walled and set in from the northwest corner of the original building so as not to cover or impair the triple-paired window bay ensemble. Supported by a concrete slab, the short wall section contains three vertical glass and aluminum panels that extend from grade to the bottom of the roof, a stacked stretcher brick wall of the same width, and a double-aluminum-frame glass-panel door bay over which are two fixed panel transom windows. A metal portico supported by square posts projects over the concrete entry landing. West of the door bay is a solid brick panel in running bond, and a single vertical window panel. Cladding the edge of the flat roof is a sheet metal fascia.

### **East Façade**

The east façade, along Lincoln Street, is one-story, strongly horizontal in orientation, and is composed of the east façade of the original 1926 school, an arched bay window--a remnant of the 1941 addition, and a 1999 addition. As with the front façade, the horizontal order consists of a partially exposed concrete foundation wall (demonstrates grade slope), brick courses, a terra cotta water table, terra cotta sills, ornate terra cotta window heads, and terra cotta cornice topping the parapet wall. When constructed in 1999, the new addition that replaced a 1941 wing destroyed by fire in 1973, was touted as being historically correct—a close facsimile to the original design.

The original wing is divided into four bays, that are grouped from front to rear, into paired bays comprised of a triple-pair, paired singles, and triple pair. The same ornate window head architraves that crowned the front façade window bays are replicated on the east façade.

The 1941 library bay, a bowed window bay framed in terra cotta (or cast concrete), contains five windows divided by wide wooden mullions. The sash is wood and 9-over-9 light, double-hung. The brick wall, in a slightly different color palette than the two facades it joins, emphasizes the arched bay. The foundation is concrete, and separated from the brick field by a projecting water table course. The terra cotta pilasters, at the juncture of the curved bay and flat walls, rise from the water table to the ornate window architrave. The wall section behind the bay extends above the bowed bay to the same level as the parapets of the flanking wall sections.

South of the bowed window section is the 1999 addition that carefully matches the details of the original design. The design differs in material but is almost identical in detail. First, the variegated brick is slightly different in color; second, the detailing of the water table, window trim and cornice although essentially the same as the original is of cast concrete as opposed to terra cotta; and third, the window sash is double hung vinyl with internal plastic grids attempting to represent 9-over-9 lite sash. From north to south the façade is configured in a window pair, a pair of single windows, a triple pair, and a pair flanking a single bay door/transom window opening near the southeast corner.

It might be noted that the terra cotta trim, as discussed by the architect and school board when the building plans were being approved, is much crisper and livelier in color than the cast concrete of the 1999 addition.

### **South Façade**

The south façade consists of the end of the east wing, the rear of the original building, and the rear of the west wing, and the south façade of the multi-purpose room and connecting breezeway.

The rear of the east wing is composed of a blank wall section similar to the end salients of the front façade and two double-paired window bays. The cast concrete detailing is the same as for the east façade addition. A short segment of the original rear façade shows a bay of double-paired windows with the original detailing.

The west wing addition is lower in height than the original façade and includes two classrooms. Each classroom wall section consists of eight vertical aluminum-frame glass and lower concrete-board panels, and a solid flat slab door. The glass panels alternate between single panels and two-section windows with a lower casement window. The low foundation wall is painted concrete. A flat brick wall panel separates classroom sections. The corners of the addition are brick that extend above the classroom roof and wrap around to form solid west and east walls. The flat roof overhangs to the south, and is clad with horizontal metal fascia.

Joining the original west façade and the multi-purpose room is a low-wall breezeway. The wall section consists of vertical aluminum-framed glass and pebble-surface aluminum panels, divided by flat brick panels, and topped by a flat roof clad with horizontal metal fascia. From west to east, the wall has a single glass panel, narrow brick panel, double-glass panel, double-width brick panel, and a triple-glass panel.

The multi-purpose room is composed of a one-story horizontal wing that extends south and west of the two-story gymnasium. The wall section is composed of solid brick for the width of the gymnasium, an alcove about seven feet in depth, and a short wall section with a single flat metal slab pedestrian door in the west corner. The south wall of the alcove is solid brick with two louvered vent panels; the facing walls each contain double flat slab metal doors.

A sheet metal fascia covers the edge of the slightly overhanging flat roof that ties the wall segments together. Rising above the roofline is the gymnasium that is flat brick divided into three equal sections by four vertical concrete columns that support a horizontal concrete beam. The sheet metal fascia of the flat roof is visible above the concrete beam.

### **West Facade**

The west façade of the east wing is detailed identically to the east and south facades. From south to north up to the intersection with the original building, the façade is divided as follows: flat brick panel, projecting entry bay with double door and window openings in the recessed wall, two paired window bays, narrow wall section, and two paired window bays and two additional paired window bays within the recessed wall section.

The west façade of the multi-purpose room is composed of the one-story wing fronting the west wall of the two-story gymnasium. The detailing is the same as for the south façade. Within the concrete block wall of the one-story section is a centered high window opening. The window, framed by slightly projecting jambs that extend from grade to bottom of roof and sill, contains three vertical glass panels divided into two sections by horizontal mullions in the lower one-third. The exposed wall section of the gymnasium is essentially the same as described above.

### **ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS**

The 1926 Floor Plan by Loren L. Rand shows a rectangular building oriented along 25<sup>th</sup> Avenue, looking essentially the same as today. Exterior dimensions are 166'-2" along the front and 78'-5" along the sides. Flanking the centered entry vestibule at the top of the stairs were the principal's office on the west side and the teacher's office on the east side; both rooms had a restroom and two closets.

Double doors opened to a short vestibule that intersected the central east-west hallway. At each end, the hallway turned south to form a U-shape. On the east side was classroom No. 1 with a door on the north side of the hall. At the east end of the hall was a door to classroom No. 2 in the northeast corner and a door to the girls' toilet along the west wall of the south hallway. The hall turned to the south to provide access to classroom No. 3 along the east side, then continued to step down to a landing and exit to the playground on the south side of the building.

The classrooms were 32 feet in length and 24 feet in width; each had a coatroom, closet, built in cabinets, shelves, and blackboards. Each coatroom had doors at each end, and a window on the exterior wall. The girls' toilet had a service room, six toilets and four sinks. The drawing also showed skylights in the middle and ends of the central hallway. Classroom No. 6 along the north side, classroom No. 5 in the northwest corner, and classroom No. 4 in the southwest corner were essentially a mirror image of the east side. The boys' toilet was along the east wall of the south hallway and contained five toilets, seven urinals, and two sinks. The assembly room was located within the south middle of

the building with access at the middle of the central hallway. The assembly room was 58 feet by 32 feet in dimension and included an elevated 16-foot by 12-foot stage at the west end, flanked on the north and south sides by 10-foot by 8-foot dressing rooms. On the south side, just east of the exit stair is a stairwell that provides outside access to the basement.

**1941 Addition – Library and Classrooms (Plans by Whitehouse & Price, 1/16/1941)**

The 1941 plans show the addition of a library (arched exterior window bay that marks the juncture of the original building and added wing) and four new classrooms (each 24' by 40') extending along a double-loaded corridor from the south end of the east wing (94' long by 60'-4" wide) to the existing building. The hallway stepped down to an exit on the south façade of the addition. Additionally an exit was in the southwest corner that stepped down from the corner classroom to the playground. Each classroom had a wardrobe, toilet, base cabinet with sink, and upper cabinets.

A health room and two classrooms on the west side of a single-loaded corridor extended the west wing 95' long by 35'-6" wide. The hallway stepped down to exit at the south end to the playground. The classrooms were configured the same as in the new east wing.

**1961 Addition – Multi-Purpose Room and Classrooms (Eddy, Carlson, and James, 5/1/1960))**

This project reconfigured the central and west ends of the original building, and added two classrooms adjacent to the southwest end, and a new multi-purpose room on the northwest corner of the school campus. A new opening in the west façade of the original building was connected by a short breezeway to the new multi-purpose room. Based on the plans, and lack of demolition plans, it does not appear that the west classroom wing proposed in the 1941 addition had been constructed.

In conjunction with the additions, the interior of the original building was reconfigured. The teachers' and principal's offices that flanked the main entry vestibule were reconfigured and repurposed. A reception area filled the vacated space on the west, and an administrative office on the east. The double doors between the vestibule and central hallway were removed. The assembly room was divided into a new classroom on the east side and a new library on the west side. The three classrooms in the west wing were reconfigured and a new corridor, slightly offset from the central corridor, was extended to a new door in the west wall that provided access to the breezeway connecting the multi-purpose room.

The hallway to the south now stepped down to a new corridor that provided access to a new storeroom on the west side, and to a double-door exit to the rear of the building on the east side. The new corridor also provided access to the two new classrooms that extended the west wing. The new classroom addition was 30'-7" long on the east side, 41'-3" long on the west side, and 74' wide.

The breezeway corridor spans 32' in length and is 7'-2" in width before stepping down to the multi-purpose room. The two-story central core of the multi-purpose room is 64'-8" by 44'. One-story wings wrap around the south wall and southwest corner and include shower and drying room, and boys' and girls' and toilet room, storage rooms, and kitchen. At the south end of the Multi-Purpose room was a folding stage and curtains.

**1999 Classroom Addition to Southeast Wing (Pacific Design Group, Jerry Ressa, 6/15/1998)**

This addition replaced and added to the four classrooms destroyed in the 1973 fire. The new wing extends 131 feet from the south façade of the original building and is 82'-6" in width. The east corridor was extended to an "L" that turned to the west to exit into the playground. Three new classrooms were located on the west wall of the south corridor, and two new classrooms along the south wall of the west corridor. A kindergarten room was added in the southeast corner of the addition with a door from the hallway, and a door to the outside. Between the kindergarten and former library (now converted to a staff room) was a music room, girls' toilet, janitor closet, boys' toilet, and a workroom along the east side of the hallway.

A separate project in 1999, also designed by Ressa, resulted in the enlargement of the library that had moved to the former assembly room in the 1960s remodel. The library was expanded to the east into a classroom also created in this space during the 1960s remodel.

**CURRENT APPEARANCE & CONDITION**

The existing Wilson School has fifteen classrooms, a library, multi-purpose room/gymnasium/kitchen, staff lounge, resource room, two sets of boys' and two sets of girls' toilet rooms, principal's office and a variety of storage, essentially the same configuration that existed at the completion of the 1999 expansion and remodel.

The double-door entry appears to be original although hardware has been modernized. The original terrazzo stairs and base moldings remain in use. The office on the east (left) side has been reconfigured within the same wall plan, but a solid slab door has replaced the original recessed wood panel door which is extant in the room on the west side. The hallway floors are shiplap linoleum (original floor material, but may be a replacement). The walls and ceiling are lath and plaster. The original skylights are at the hall junctures—the central "T" and the end "Ls." A florescent lighting system has replaced the originals. Original base and chair rail moldings are along the hallways. Original doors open between the hallway and the classrooms. The original classrooms in the northeast corner are mostly intact: hardwood strip floors, wood base and chair rail moldings, blackboard moldings and wooden chalk tray, terrazzo sills on the windows, and cloak closets with shelving and light fixtures.

**Areas of Significance**

**Category A Broad Patterns of Spokane History, Education**

**Category C Architecture**

**Significant Dates, 1926 (original construction), 1941 addition, 1961 addition, 1973 (fire), 1999 (addition)**

**Architect – Loren L. Rand**

**Builder – F. E. Martin for Spokane School District No. 81**

**SUMMARY STATEMENT**

Wilson Elementary School, named after Woodrow Wilson, 28th president of the United States, was initially constructed in 1926. Additions were completed up to 1999 (with one proposed for 2019). The school is significant as a well-preserved example of the “modern” one-story school buildings and its place in the continuum of the history of Spokane Schools. The school was built to serve the expanding residential area on the western South Hill and became the center of a neighborhood of modest single-family houses.

Wilson was one of five grade schools built by the Spokane School District 81 during the 1920s to serve the expanding residential neighborhoods of the city: Hutton, also on the South Hill, was completed in 1921, Finch, near Audubon Park on the north side of the city, in 1924, and Wilson in 1926 remain in use (first class in January 1927). Arlington, in the Hillyard neighborhood, also constructed in 1926, was replaced in a major school replacement program in 1980 (thirteen elementary schools were razed and replaced by new prototype buildings). Harding Elementary School, a one-room frame building, was constructed in 1925 but served students only until 1938 when it was vacated (Harding was at 24<sup>th</sup> Avenue and Myrtle Street). These schools were the first of the “modern” school plans with a single story and all classrooms with access to the ground floor. Two junior high schools were also constructed in the 1920s: Havermale Junior High School, 1927, and Libby Junior High School, 1928.

Wilson, Hutton and Finch elementary schools are only three surviving examples from this era of Spokane school building. Each is distinctive in design and each a fine example of work from Spokane’s notable architects. Wilson’s architect, Loren L. Rand is also noted for his design of Lewis and Clark High School (NHR, 1911). In designing Wilson, Rand reached back and alluded to Lewis and Clark’s Collegiate Gothic mode, but with a lighter touch. In Wilson, he provided a mix of classical elements that enriched the generous terra cotta detailing. In designing the “most modern school in Spokane,” he bridged the progression in design between the classical revival styles of his early 1900s work and the simpler, modern work to come. It is notable that Rand, regarded as one of Spokane’s leading architects, in the span between 1892 and 1926 designed sixteen Spokane elementary schools with Wilson being his final project (Rand was 75 years old at the time of this design).



Rand dusted off the style he had used for Lewis and Clark and reemployed it for Wilson, again incorporating terra cotta moldings.

## HISTORIC CONTEXT

### STATEMENT OF SIGNIFICANCE

The following narrative about the development of the Spokane school system is extracted and adapted from the National Register nomination for Franklin School (NHR-5/1/2017):

The first school in Spokane was opened by Spokane Garry, a Spokane Indian, in 1870, near the site Drumheller Springs, on the north side of the Spokane River. At that time, few people resided in Spokane Falls which had been first settled by J.J. Downing and SR. Scranton in 1871. It was not until the fall of 1874 that a school election was held in Spokane Falls in which H.T. Cowley, Cyrus F. Yeaton, and L.S. Swift were elected directors. Mr. Cowley was elected as teacher. In January 1875, Cowley began the first public school in Spokane, housed in his residence. Soon thereafter, Mrs. L.S. Swift took over teaching the first students in her home. The first annual school report, prepared by C.F. Yeaton, in November 1875, shows eleven children in the district between the ages of 4 and 21 and that there was an average daily attendance of four children. The first dedicated public school building in Spokane was built in 1878 near Lincoln Street on the former Northern Pacific right of way.

The arrival of Henry T. Cowley in Spokane coincided with the organization of the first Spokane school district in what was then Stevens County. The district designated School District No. 8, covered a large territory between Hangman Creek and the Spokane River. The superintendent of Stevens County schools at the time was James Monaghan, who later became a prominent Spokane businessman. The school founded by Henry Cowley became part of the new school district. At the formation of Spokane County in 1879, J.J. Browne was appointed superintendent of the newly designated Spokane School District No. 41. In the first Spokane County election, held in 1880, Mrs. Maggie M. Halsell was elected to succeed Browne. (Emerson, 2008)

In the year 1889, Spokane schools were reorganized as School District No. 81 and David Bemis was hired as superintendent. At this time six schools were in operation: Central School (high school and grade school), Lincoln School, Bancroft School, Bryant School, Irving School, and Logan School. In July 1890, \$250,000 in bonds were sold with which a new high school building and four elementary school buildings were erected. The Central building was removed to a new location to provide a site for a new high school, and new buildings were built for Bancroft, Irving, Bryant and Franklin schools. (Pratt, 1946)

The new high school was built in 1891 and rapidly increasing enrollment required the construction of a north side high school, North Central, in 1908. The original high school then became South Central. School bond levies of 1907 and 1909, coinciding with the rapid growth of the city, were approved to continue the building of new schools in Spokane. In 1910, fire again struck and destroyed the South Central High School. Voters

approved a bond for a new school, and Lewis and Clark High School emerged from the ashes to open in 1912. (Emerson, 2008)

As reported in "First Class for 100 Years," by 1890, Spokane had constructed six elementary schools (Central [within South Central High School], Bancroft, Lincoln, Irving, Bryant, Franklin [original Franklin was replaced in 1909]), and by 1900, Spokane had constructed eleven more (Whittier, Emerson, Logan, Longfellow, Edison, Washington, Garfield, Hawthorne, Grant, Lowell [1919, extant, privately owned], and Holmes). Eighteen elementary schools were built between 1900 and 1910, the heyday of school expansion -- McKinley, 1903 [privately owned], Adams, 1908; Jefferson, 1908, and the second Franklin, 1909, are extant. The next ten years through 1920, saw the construction of Mann, Alcott, Yardley, Rockwood, and Cowley. (Spokane Public Schools 1889-1989, 11/1989). The Rockwood School's tenure would be quite short, only four years, since it was replaced by Hutton School in 1921. Cowley School, built in 1918, is privately-owned and listed on the Spokane Historic Register. Two existing schools that followed Hutton in the 1920s include Finch (1924) and Wilson (1926).

Several of the original buildings, in addition to Wilson, remain from the early years. They include Adams, Hutton, Finch, Jefferson, and Franklin that continue to serve the children of District 81. Extant former, but privately-owned, elementary schools include Cowley, Lowell, and McKinley. Cowley is currently listed on the Spokane Register and has been converted to housing.

The following schools are listed in the National Register of Historic Places: Lewis and Clark High School (11/30/2001), Rogers High School (12/21/2010), Finch Elementary School (1/8/2014), Hutton Elementary School (Rockwood District, 2/18/1997), and Franklin Elementary School (5/1/2017).

### **Wilson School-Chronology, History**

"The Wilson school was started in the fall of 1922 in two portables." The portables were on a site at 19<sup>th</sup> and Jefferson. (Pratt 1943)

The patrons of the growing Wilson district soon began the quest for a permanent school. At the April 23, 1923 meeting of the Spokane School Board, a delegation of Wilson parents attended and made a request that a site be purchased for a new school building. During that time, the new John Finch Elementary School was also underway with site acquisition in Audubon Park, plan approval, and letting of bids for construction.

On the South Hill, a third portable classroom unit had been approved by the School Board at its August 15, 1923 meeting. In 1924, the School Board began discussing a site for a new Wilson School, as well as the completion of Finch School. Delegations and committees from the Wilson district were regulars at Spokane School Board meetings participating in discussions about an additional

portable unit and finally, in June 1925, the securing of an option to purchase a site (at 25<sup>th</sup> and Lincoln).

On January 7, 1926, the Board approved the proposal to build a new six-room school building at Wilson to replace the portables. On January 19, a special meeting of the Board approved a bond to be placed before the voters that included a new Wilson School building, and an addition to the recently completed Finch School.

In a discussion of the district's building program, Orville Pratt, School Superintendent, stated that the most urgent need was the building of a new Arlington site [in Hillyard], a six-room school at Wilson, and a two-room addition at the Finch School. On May 17, the Board employed L.L. Rand to draft tentative plans for a six-room Wilson school building with an auditorium in a one-story and a two-story type.

At the Board's next meeting on June 1, the one-story building concept was approved. Over the following weeks, architect Rand completed plans and presented his design to the Board on June 21. The plans and specifications were approved with the following understanding: "that if the No. 1 Masonic Rug brick made by the American Fire Brick Company was considered equal to the Varsity No. 1 Mason Rug brick, and if was not equal, that the specifications call for the Varsity Brick." The Board requested that the call for bids for Wilson be advertised. At the end of June, the Board received the bids for the new Wilson School. Sixteen firms submitted for the general bid package, and on July 15, the Board discussed all of the Wilson bid elements and noted a reduction on the price of the terra cotta. Mr. Piolet of the Washington Brick Lime and Sewer Pipe Company authorized the reduction in the price of terra cotta—in the amount of \$750. The general contract in the amount of \$46,846 was awarded to F.E. Martin of Spokane.

The *Spokane Daily Chronicle* reported in its July 8, 1926 edition (p1:5) "**START BUILDING PROGRAM MONDAY**" "**Three Schools Will Be Under Way With Expenditure of \$195,000**"

Spokane's \$600,000 school building program will begin in earnest Monday evening when bids for the Woodrow Wilson school and the two-room addition to the Finch school will be opened, Robert A. Wilson secretary of the board of education announced today.

The Wilson school which is to be built on the block bounded by Lincoln and Monroe between Twenty-fifth and Twenty-sixth, is expected to cost about \$60,000, while the addition to the Finch school will cost approximately \$20,000.

**Total Expenditure \$195,000**

These three buildings will cost a total of \$195,000 and are the first big steps in the school building program.

The Wilson school, for which the specifications are complete, is one of the most modern school buildings in the northwest. It will be a six-room structure with an auditorium, stage and two office rooms built along the lines of the most up-to-date school building plans. It also will be the most beautiful school building in or near Spokane. The exterior finish will be of salmon colored brick of varying shades offset by terra cotta and polychrome of darker shades. L.L. Rand has drawn plans for the building.

The *Spokane Daily Chronicle* announced “**NEW WOODROW WILSON SCHOOL TO BE BUILT AT LINCOLN AND TWENTY-FIFTH**” with a rendering that crossed the banner of its July 12, 1926 edition. An accompanying article described the project:

**SPOKANE TO HAVE ONE OF BEST PUBLIC SCHOOLS IN NORTHWEST, New Wilson Building to Be Model of Perfection – Open Bids Monday.**

One of the most complete public schools in the northwest will be in use in Spokane when the Woodrow Wilson building at Lincoln and Twenty-fifth is completed this fall.

This is the first school to be built under the \$690,000 bond issue and will be the most modern in the city. It will be a one-story structure and will cost approximately \$60,000.

L.L. Rand, architect, completed the drawings and specifications recently and the bids for the construction will be opened at the meeting of the school board Monday evening.

Salmon colored brick of varying shades will be used in the exterior finish. These will be trimmed with terra cotta, also in salmon shades. Highlights and decorations will be of polychrome of a turquoise color.

**Most Complete Ever Designed**

It is the most complete school building I have ever designed,” [sic] Mr. Rand said. “It is the most beautiful too, for I worked for color effects as well as efficient designs when I made the drawings. I think it is the best school building I have worked on. I say this because of the many times O.C. Pratt, city superintendent of schools, and Miss Jo Boyington, principal, assisted me in the planning.”

The building will have a frontage of 166 feet and will be 80 feet wide at the ends. It will have six classrooms, a principal's office, teachers' room and auditorium and stage and is designed so that six rooms more can be added to the rear when needed. "There is no school building anywhere that is like it," Mr. Rand said.

#### **Individual Bookcases.**

A feature of the building is the construction of the three primary rooms. On two sides of each of these rooms is a three-foot folding shelf and 40 individual bookcases, in addition to a teachers' bookcase and drawers in the cloakroom.

The most modern system of heating and ventilation will be used. The windows are of the Donovan schoolhouse type. These are made of steel and each section swing outward. These are not in use on any school building in the city.

In the cooler weather the pupils or teachers will be able to prepare light lunches in the serving room, in the rear of the auditorium. Arrangements have been made for the installation of a small stove, so that the foods or drinks can be served.

*The Spokesman-Review* reported in its July 16<sup>th</sup> edition that "**WILSON SCHOOL CONTRACT IS LET," F.E. Martin to Build South Side Project for \$46,846.** The Finch addition project went to Meyers & Telander.

...

#### **Wilson Ready January 1**

The Wilson building is to be completed by the first of the year and is to be equipped ready for use with the opening of the second semester of the year, according to plans discussed last night. Contracts awarded totals to more than \$71,000, exclusive of the architect's fee.

For the Wilson building, Fenestra steel sash were selected, making a saving on the one item of \$2049. The board was undecided as to whether to select cast stone or terra cotta for the trim and cornice. L.L. Rand, the architect, recommended the terra cotta for color effect and for lasting qualities. Fran Williamson, superintendent of buildings, said that the cast stone would answer every purpose, is quite as durable, where properly put on and represented quite a saving, which would help to hold the cost down to the original estimate of \$60,000.

A poll of the board was asked on motion of Mr. LaRue that the cast stone be used in the interest of economy. The motion was lost on a three-to-two vote. Voting "no" were Blodgett, Mrs. Simpson and

Stephens. Voting “aye” were LaRue and Campbell. The motion then carried that the contract providing for the terra cotta finish be awarded. The additional cost amounts to around \$1333.

Building permit No. 28099 was issued by the city on August 9, 1926, for the construction of a new brick Wilson School at 911 West 25<sup>th</sup> Avenue. L.L. Rand was listed as architect, and F.E. Martin, as builder. The construction value was \$59,824.

Soon after construction began, it was reported in the August 23 School Board meeting that the architect had instructed the contractor to raise the building elevation eighteen inches at a cost of \$960. It was noted that this “makes a total of two and one half feet raise over the original plans.”

*The Spokesman-Review* in December 1926 spoke glowingly of Wilson’s architecture and appointments, the steel-encased plumbing, the seven shades of pink bricks with mortar to harmonize, and the French gray terra cotta, touched with turquoise. “That the school is an attraction is proven by the fact that already 12 new houses are under construction in the near vicinity,” the paper stated, “started after the school neared completion.” The building when first completed included six classrooms and an auditorium.

On January 25, 1927, the School Board voted to accept the new Wilson building: “Everybody considered that they have a wonderful building.” The first students occupied the school on February 1, 1927.

Having had their new school for less than two years, the patrons of Wilson School again approached the School Board on March 10, 1929; this time requesting the addition of a seventh grade. A new portable was erected to accomodate the new grade. At its meeting of February 27, 1933, it was reported to the Board that a portable building had been moved from Hillyard to Wilson.

In May of 1936, the Wilson P.T.A requested additional seventh and eighth grades. Mr. Williamson, facilities manager for the school district, would check on the survey and estimate the cost of providing portables. They were placed on the campus in the following September.

Portables at Wilson were again the topic of the Board in 1938. At the February 9 meeting, the Board approved the transfer of a portable from Hamilton School to address the “big problem” caused by increased attendance. At the March 23 Board meeting, the Wilson parents were again asking for additional rooms -- “if funds were available.” The *Spokane Daily Chronicle* reported the previous day’s Board meeting in announcing “WILL SET DATE FOR BOND VOTE.” According to the article, the Board would decide at their July 27 meeting the date on which they will

call for a bond election. Among the projects listed was a \$23,000 addition to Wilson School.

The bond issue was approved by district voters, and Harold Whitehouse was engaged to draw the plans for the Wilson addition. In the December 17, 1940, meeting of the School Board, the plans were approved and the bids called for the Wilson School addition. Mr. Whitehouse presented the plans. The original plan was for a four-room addition, but Mr. Beil presented data on the steady increase in the enrollment and the prospect for further increase in the future. "In anticipation of reduced cost under the PWA (Federal Public Works Administration) estimate on the original four rooms, Mr. Beil recommended an alternate bid be asked for an additional two rooms.

*The Spokesman-Review* would report on December 18, 1940, "O.K. SCHOOL JOBS TO COST \$70,000."

...

The Wilson school is to have four additional classrooms, on the ground floor, adjoining the present building to the south. Contractors will be asked to submit optional bids for two more rooms, also on the south, so constructed that it can be enlarged to a four-room wing.

The community is developing rapidly, it was pointed out, and the four-room wing will not do away with portables, as two such temporary structures will probably have to be used after the wing is completed. Preliminary plans have been prepared by Whitehouse & Price.

Bids were received and awarded by the Board on its February 12, 1941, meeting. Hazen & Clark had the winning general bid of \$25,115. S.T. Miller won the plumbing and heating at \$6,145, and Power City Electric at \$3,353, for a total of \$34,613. Five classrooms were added in the 1941 project.

According to the Spokane Schools' centennial history, the 1961 addition included a multipurpose room with a cafeteria/gymnasium, kitchen, storage room, and shower room. The authors noted: "Unlike the west [sic] wing, this addition was not built to match the original construction." In that regard, the same article gave credit to the school's original architect in referring back to the 1941 addition: "The foresight of Rand in designing a building to which wings could be added, and still maintain the artistic integrity of the structure, paid off in 1941 when the five classroom east wing was built, eliminating the need for portables (Spokane School District No. 81, 1989, p133).



“Flames Sweep Wilson School,” captioned a photo showing the building engulfed in flames and black smoke. In an accompanying article, the *Spokane Daily Chronicle* on July 9, 1973, (page a5) reported: “Blaze Wrecks School.”

The Wilson School was blackened and reeking of smoke today in the wake of a spectacular Sunday afternoon blaze.

Completely destroyed were the South Side school’s east wing. The fire was controlled approximately two hours after being spotted. Forty fire fighters fought the flames.

The fire was apparently started in a trash can in one classroom by an 11-year-old boy, who was seen running from the building shortly before the smoke was observed coming from the east wing. He was referred to juvenile authorities and was later released to his parents.

Damage is expected to be \$250,000 and like will result in the temporary use of portable classrooms, District 81 officials said today.

The fire was the worst in the recent history of the Spokane Public School system, administrators said. (Article continues.)

It only took twenty-six years, but the new wing to replace the one devastated by fire and replaced by “temporary” portable classroom units, was well-received by parents, students and teachers when dedicated in the fall of 1999. “New wing matches look of original Wilson School.” Reported Carlos Acevedo for *The Spokesman-Review* on June 24, 1999.

Residents new to the South Hill might be hard pressed to tell that Wilson Elementary recently received a new wing to its main building.

Only the bricks--slightly darker because they’re new – give it away.

Completed in April, the south wing was designed to perfectly match the architecture of the historic school, which was built in 1927. The same brick veneer has been used, and the decorative terra cotta window treatment has been repeated in concrete on the wing.

“It is exciting,” says Janet Gores, Wilson’s principal. “I’m sure it was more costly, but it really turned out great.”

The project cost about \$1.3 million. ...

Gores said the wing has met with considerable approval from parent and neighbors, many of whom provided input at district planning meetings.

“The Wilson community really wanted something that would fit the original scheme.” Gores said.

Wilson Elementary has also been praised by the Eastern Washington State Historical Society, which sent the District 81 school board a letter commending it for the “careful attention to detail,” particularly with the window heights and sizes, and decorative elements, such as the window treatment.

Also commended in the letter was the Pacific Design Group, the architectural firm that designed the wing. Jerry Ressa, the architect for the project, said he worked closely with Gores and the school staff to make the wing fit in perfectly.

“All of them had an input into the design and really became a part of the design team,” Ressa said.

The design also took advantage of new construction materials and techniques to provide a structure superior to the original, which burned in the 1970s, and far superior to the annex, the temporary structure Wilson staff members have had to make do with for 30 years. (article continues)

Much was made of the design of the new “historic addition.” Indeed, the dedication of the new wing, on September 30, 1999, a quarter century after the fire and destruction of the east wing, was entitled: “Wilson Elementary Dedication of Historically Designed Addition and Remodeled Library.”

#### **Loren L. Rand (1851 – 1935) – adapted from Franklin**

Loren Leighton Rand was born in Amesbury, Massachusetts in 1851. After coursework in the Boston School of Technology (forerunner of MIT), he worked as a draftsman with several leading architects in Grand Rapids, Michigan and Minneapolis, Minnesota. He arrived in Spokane in 1888, just before the Great Fire of 1889 that leveled thirty blocks of the downtown. As one of the few trained architects in the city, he was poised to receive commissions and they came flooding in. He had opened an office with John K. Dow in the Crescent Block and together they designed the Tidball Block (1889), the first four-story building constructed after the downtown fire. Other post-fire buildings included the Bump Block/Carlyle Hotel (1890); the Bennett Block (1890); and the Bank of Spokane Falls (The “Marble Bank Building,” 1892). Although he had parted ways with Dow in 1892, they collaborated on the first wing of the downtown Masonic Hall Building (1905).

Over the course of his career, Rand designed several residences, many for well-to-do citizens including the former Territorial Judge Lucius B. Nash (1889, 1624 E. South Riverton, demolished); businessman and civic leader Edward L. Powell (1899, 1728 W. First Ave); one time Spokane Mayor, Horatio F. Belt (c. 1893, North Riverton, demolished); Sylvester Heath, founder of the stationery company that later became John W. Graham & Company (1899, 1017 E. Mission); and James Comstock, founder of the Crescent Department Store (1906, 1128 W. Ninth). He also designed his own home at N. 1215 Nettleton (1909) and homes for George Odell (1898, 2325 W. First); C.F. Clough (1907, 1406 W. Ninth); William Domke (1891, 1928 W. Pacific); and the Eugene Shadle family (1906, 1118 W. Ninth).

Other commercial projects include the Crescent Department Store (1899); a remodel on the Boothe-McClintock Building (1906); and the Spokane Dry Goods Building (also known as the Crescent Service Building (1908). Other notable projects included a Fraternal Hall in Coeur d'Alene (1905); and apartment for Mrs. Michael Jennings (1910; and the large Romanesque Revival style First Presbyterian Church (1910) in downtown Spokane.

Rand is perhaps best remembered though as the designer of many of Spokane's early public schools. In fact he served as the "de facto school architect" during the early part of the 20<sup>th</sup> century. His projects include Adams School (1909, altered); Audubon School (1909, demolished); Bemis School (1912, demolished); Cooper School (1908, demolished); Columbia School (1908, demolished); Franklin School (1909); Hawthorne School (1898, demolished); McKinley School (1909); Roosevelt School (1907, demolished); Sheridan School (1908, demolished); Stevens School (1908, demolished); Willard School (1909, demolished); and Wilson School (1926). His best known school project though was the Lewis & Clark High School (1911) and District Administration Building (1911, demolished).

Active in the Presbyterian Church, and a variety of civic and professional affairs, Rand served as President of the local chapter of the Sons of the American Revolution, he was a member of the Oriental lodge A.F. & A.M., was a Knight Commander of the Court of Honor, was a member of the Mystic Shrine, and served as Vice President of the State AIA chapter (1915, 1920).

Rand died on October 6, 1935 at the age of 83 and is buried at the Greenwood Memorial Terrace Cemetery in Spokane. (Kolva, 2016)

In 1926, Lucy Robinson wrote in *The Spokane Woman* about architect Rand:

The architect more than any other man builds his own monuments. In wood or stone he raises memorials to his own personality, his own dream made permanent. The builder of schools leaves an influence that affects the lives of thousands, in his own time and in many years to come.

Loren L. Rand has designed many buildings in Spokane, but Lewis and Clark high school is probably his finest achievement. In the desire to pass the credit for his successful piece of work to other people, Mr. Rand says that the cooperation and personal interest of the teachers in his plans made his success possible. He talked over every detail of the building. They knew the results they needed and he translated their ideas into a structure of permanent beauty and usefulness. He has designed many schools. The unit plan used by the Spokane School Board for several fine buildings is his work, adaptable to many conditions and to easy changes as a school grows. The Hawthorne, McKinley and Columbia buildings are also his work. Prominent in the downtown district, the Main Avenue building of the Crescent store is one of the business blocks designed by Mr. Rand.

To reiterate, Rand was known for his prolific work in designing Spokane schools, but most have been razed. His extant Spokane School District 81 buildings, in addition to Wilson, include Lewis and Clark High School, Adams Elementary School, Jefferson Elementary School, and Franklin Elementary School. He also designed McKinley School which is privately-owned and currently being renovated.

### **F.E. Martin, Builder**

F.E. Martin, Spokane contractor, prior to building Wilson School, had built the Spokane Civic Building in downtown in 1921 and Finch Elementary School in 1923. He followed with the Rookery Building in 1934. (Mann, 2003)

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*Spokane Daily Chronicle*

--. "BEAUTIFUL NEW WOODROW WILSON SCHOOL TO BE BUILT AT LINCOLN AND TWENTY-FIFTH." (Architectural rendering caption). And, "SPOKANE TO HAVE ONE OF THE BEST PUBLIC SCHOOL IN NORTHWEST." 7/10/1926. Fireside Edition. p3:2-6.

--. "Flames Sweep Wilson School." (Photo caption). 7/9/1973. p1:1-5.

--. "Blaze Wrecks School. 7/9/1973. p3:1-4.

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*The Spokesman Review*

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--. "WILSON SCHOOL CONTRACT IS LET." 7/16/1926. (Spokane Public Library, NW Room File Clipping).

--. "L.R. Rand, 83, Architect, Dies." [sic] 10/7/1935. p3:2.

--. "O.K. SCHOOL JOBS TO COST \$70,000." 12/18/1940. p1:6.

--. "BOARD IS COLD TO SCHOOL CLUB." (article includes Wilson bids) 2/13/1941. p1:7.

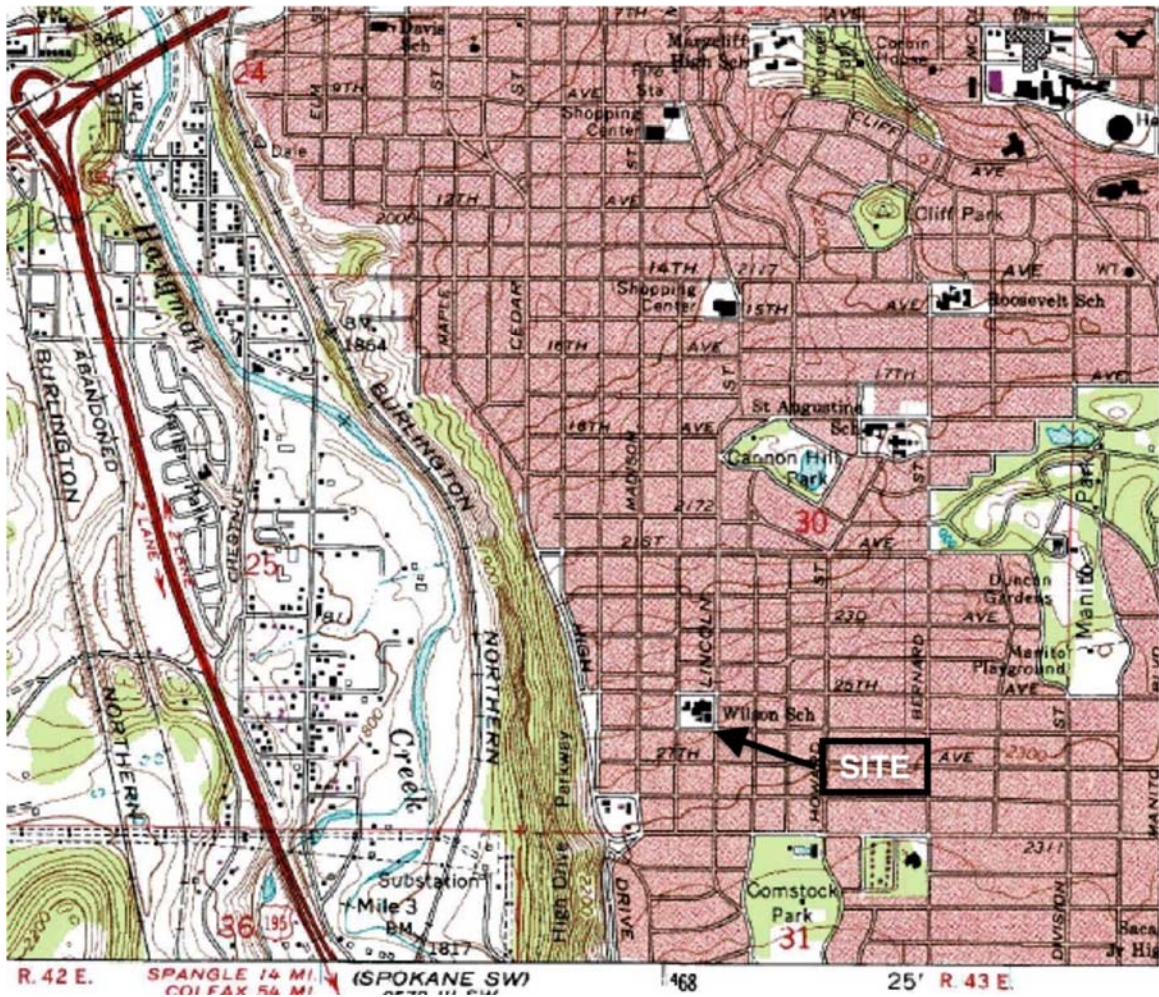
--. "Wilson School Wings Burn." 7/9/1973. p1:1.

--. "Solutions Studied for Wilson Students." 8/9/1973. p6.

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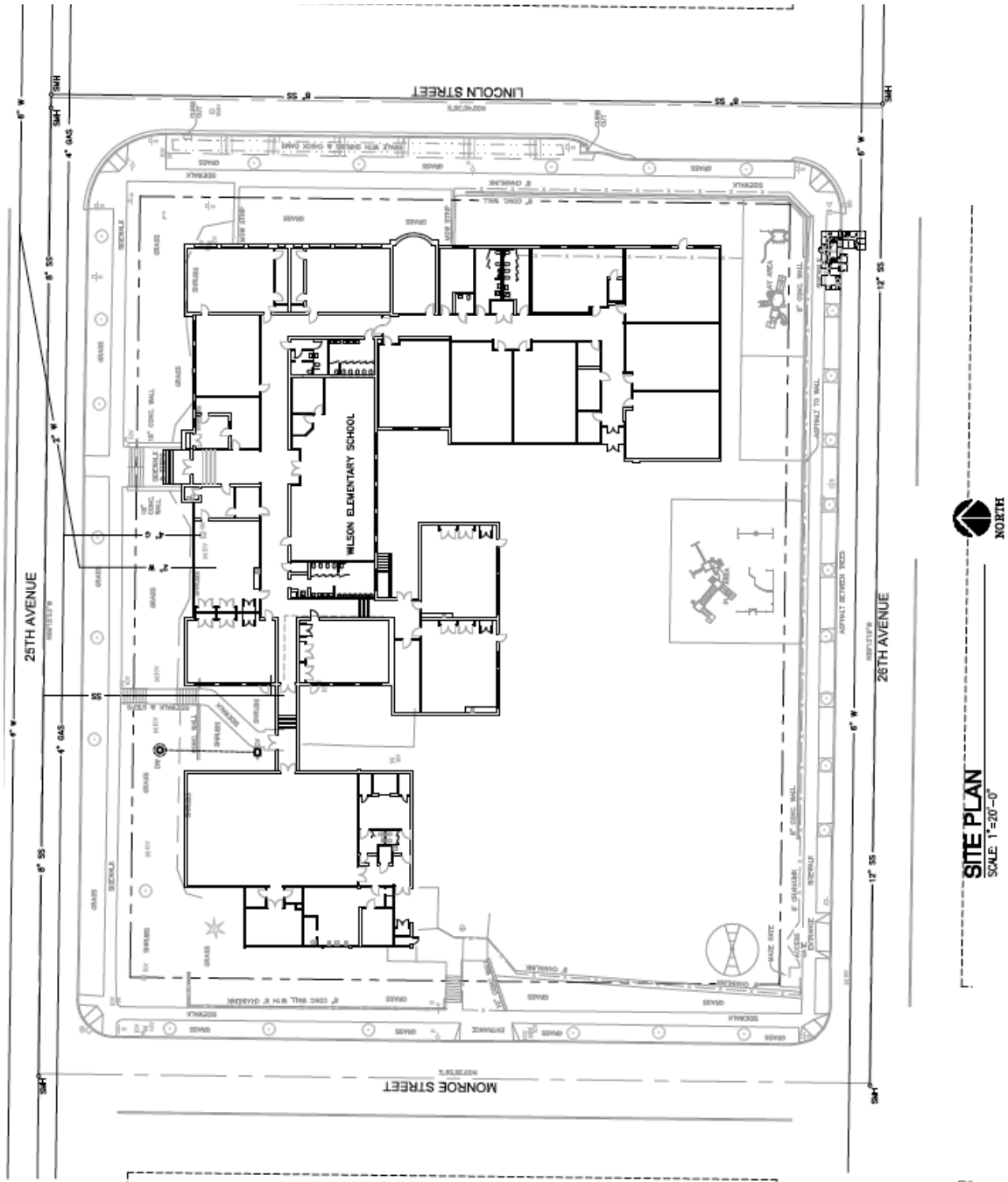


WILSON SCHOOL SITE LOCATION, USGS Topographic Map, 1974

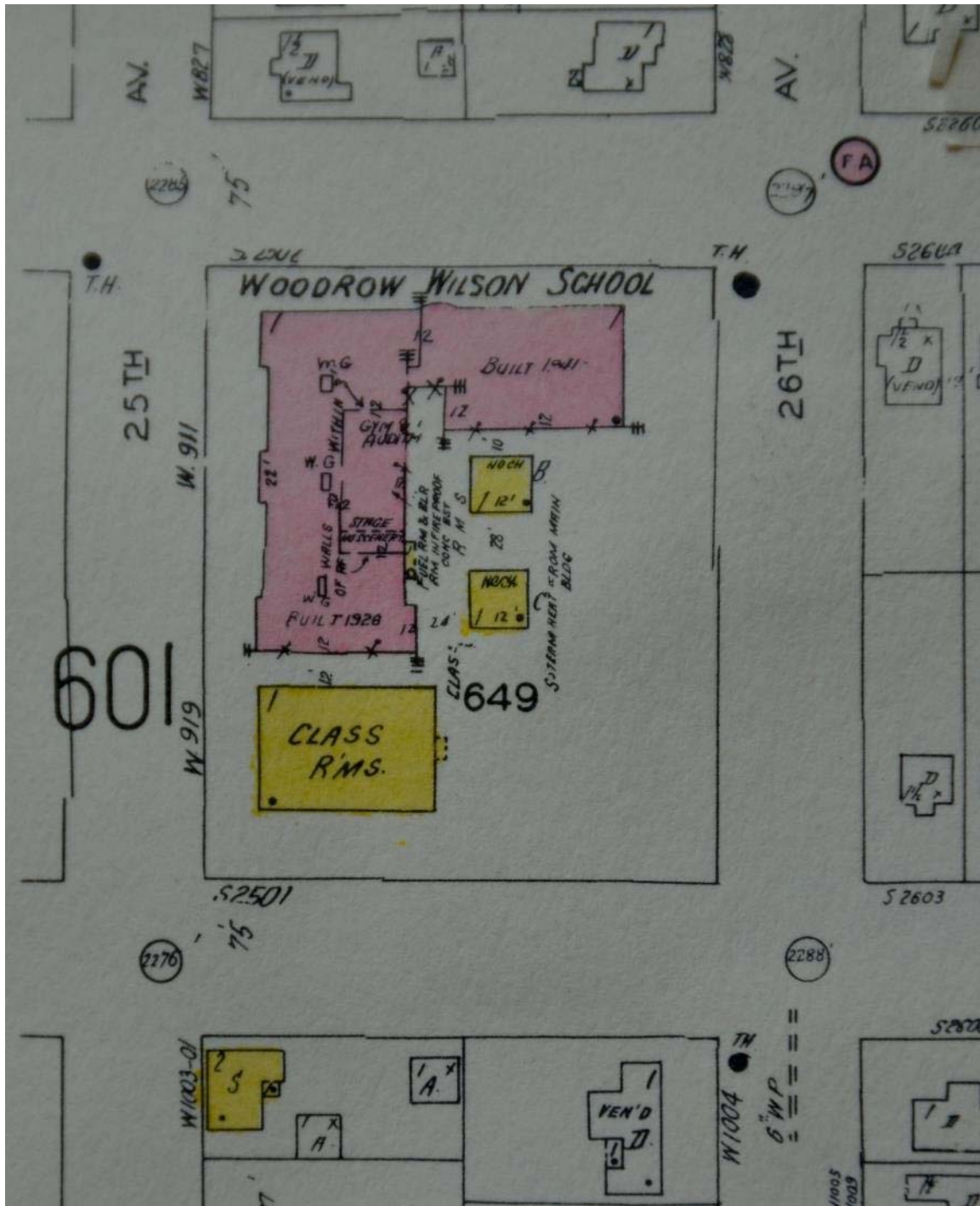




WILSON SCHOOL AERIAL PHOTO, Spokane City Map, July 2018



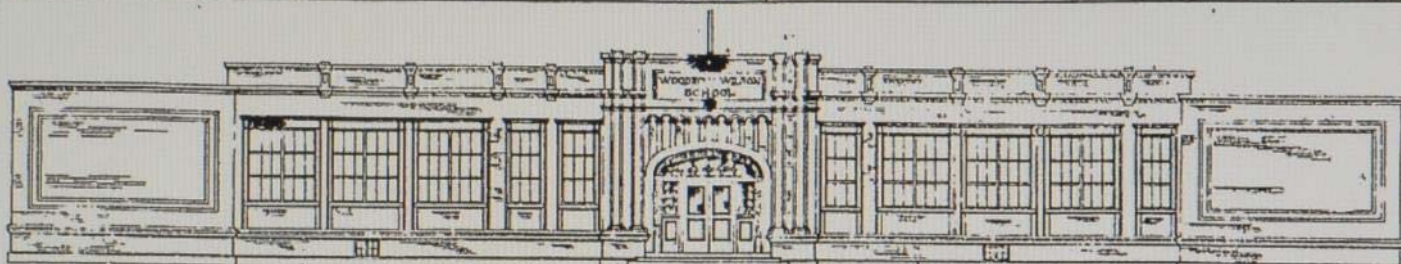
SITE PLAN 2018



SANBORN INSURANCE MAP, JUNE<sup>[151]</sup> 1958, page 604



## BEAUTIFUL NEW WOODROW WILSON SCHOOL TO BE BUILT AT LINCOLN AND TWENTY-FIFTH



This is an architect's drawing of the first of Spokane's new school buildings to be built under the recent \$690,000 bond issue, the Woodrow Wilson, to be built in the block bounded by Lincoln and Monroe, Twenty-fifth and Twenty-sixth. Bids for the construction will be opened at the meeting of the school board Monday evening. The building will cost in the neighborhood of \$60,000.

### IN NEWS GAME FOR 75 YEARS

Editor of Plummer Times, 87 Years Old, Is Visitor in Spokane.

H. H. Copeland, newspaper man for 75 years, visited the city today. He now is editor of the Plummer Times, Plummer, Idaho.

Although bent by his 87 years, Mr. Copeland continues to follow the vocation that has been his life calling.



### HOMING SALMON HARD ON GATES

PORTLAND, Ore., July 10. (AP)—Crashing and splashing their way 300 yards around and over stones, through hardly enough water to wet their gills, in order to reach the ponds where they had their first glimpse of life, 150 big salmon are peacefully cruising about the quiet ponds at the Bonnaville fish hatchery today. Branding as calamity that fish do not know the way home.

In their battle to get back, they crashed the gates of the lower ponds and liberated about 1,000,000 salmon. The latter fish were about ready to be turned loose anyway, according to the fish commission.

The homeseekers are spring salmon weighing from 14 to 30 pounds. It is not unusual for them to return to the hatchery, but this is the first time they ever crashed the gate.

### DEATH SUMMONS RALPH DELONG

Ralph De Long, age 42, for six years salesman for the Ryan Fruit company and a resident of Spokane for the last 13 years, died today at his home W1217 Dean avenue, from apoplexy.

Mr. De Long was an active worker in church and civic affairs and had been given various distinctions in church work. He was president of the Spokane Gideon, president of the men's class of the Grace Baptist church, and recently was made superintendent of the Grace chapel Bible school.

Mr. De Long is survived by his wife, Rosa, three daughters, Ruth, 11, Fanny, 10, and Mrs. Fred Match, Spokane.

### SPOKANE TO HAVE ONE OF BEST PUBLIC SCHOOLS IN NORTHWEST

New Wilson Building to Be Model of Perfection —Open Bids Monday.

One of the most complete public schools in the northwest will be in use in Spokane when the Woodrow Wilson building at Lincoln and Twenty-fifth is completed this fall.

This is the first school to be built under the \$690,000 bond issue and will be the most modern in the city. It will be a one-story structure and will cost approximately \$60,000.

L. L. Hand, architect, completed the drawings and specifications recently and the bids for the construction will be opened at the meeting of the school board Monday evening.

Salmon colored brick of varying shades will be used in the exterior finish. There will be trimmed with terra cotta, also in salmon shades. Highlights and decorations will be of polychrome of a turquoise color.

Most Complete Ever Designed.

It is the most complete school building I have ever designed," Mr. Hand said. "It is the most beautiful, too, for I worked for color effects as well as efficient designs when I made the drawings. I think it is the best school building I have worked on. I say this because of the many times O. C. Pratt, city superintendent of schools, and Miss Jo Boyington, principal, assisted me in the planning."

The building will have a frontage of 146 feet and will be 50 feet wide at the ends. It will have six class rooms, a principal's office, teachers' room and auditorium and stage and is designed so that six rooms more can be added to the rear when needed.

"There is no school building anywhere that is like it," Mr. Hand said.

### PROJECT BIDDING TO HELP NORTHWEST

Colonel Sawyer, Ex-Spokane Man, Urges Competition on U. S. Jobs.

Continuance of the present policy of the United States reclamation service in calling for competitive bids on irrigation projects will be an aid to the development of the northwest, Colonel D. J. Sawyer of Washington, D. C., secretary of the Associated General Contractors of America, said today on his arrival in Spokane after an absence of nine years. He formerly was consulting engineer here and left at the outbreak of the war to join the military service.

Reverts Columbia Basin.

"The demands of progress are that all suitable lands must be put under the plow," he said. "The Columbia basin is part and parcel of the development that must come. The trend of agriculture must be toward this section of the country."

"It is our hope that the present policy, initiated under Secretary of the Interior Work, of making plans and estimates, letting the contract to responsible bidders, who are under heavy bond to complete the work according to specifications and within a certain time limit, will be continued."

"Under this policy the United States government is spending millions this year on several northwest irrigation projects, including the

### FAMED SQUATTER HAS MANY HEIRS

CHICAGO, July 10. (AP)—Twelve alleged cousins, nephews and nieces, gathered from the corners of the United States, have resurrected the ghost of Chicago's most famous squatter, Captain George Wellington Streeter. Their application for a court right to prosecute the claims of the Lake Michigan mariner to 126 acres of Chicago shore front, valued in excess of \$350,000,000, was taken under advisement.

1917 and went to Camp Grant, in Illinois, where he had charge of the construction of the cantonment, for Gates & Rogers, contractors. He is meeting with contractors who are members of the local chapter of his organization here today. At noon he attended a luncheon given in his honor at the Spokane hotel. He will leave tomorrow for Seattle. During his stay here he is making his headquarters at the offices of Thomas W. Neill, secretary of the Spokane chapter, in the Spokane Hotel building.

### NIGLE CULLER, STUDENT, DEAD

Nigle Culler, age 23, student, died last evening at the home of his parents, Mr. and Mrs. Lewis Culler, N1224 Madella street, from sleeping sickness. Besides his parents, he is survived by a twin sister, Ursula. The body is at Hansen & Jaeger's.

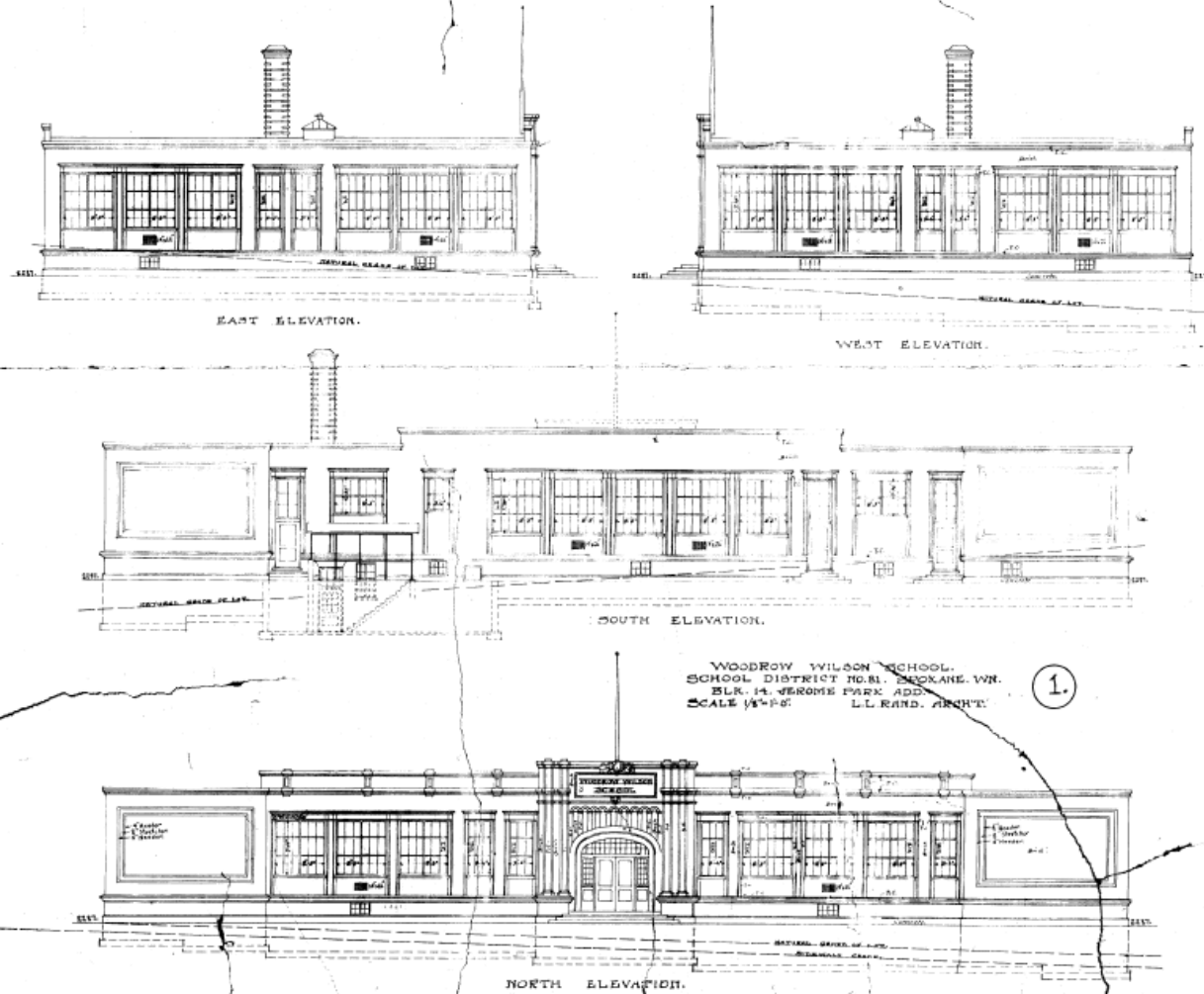
### COEUR D'ALENE PLUMBING

FIRM TO HAVE NEW BLOCK

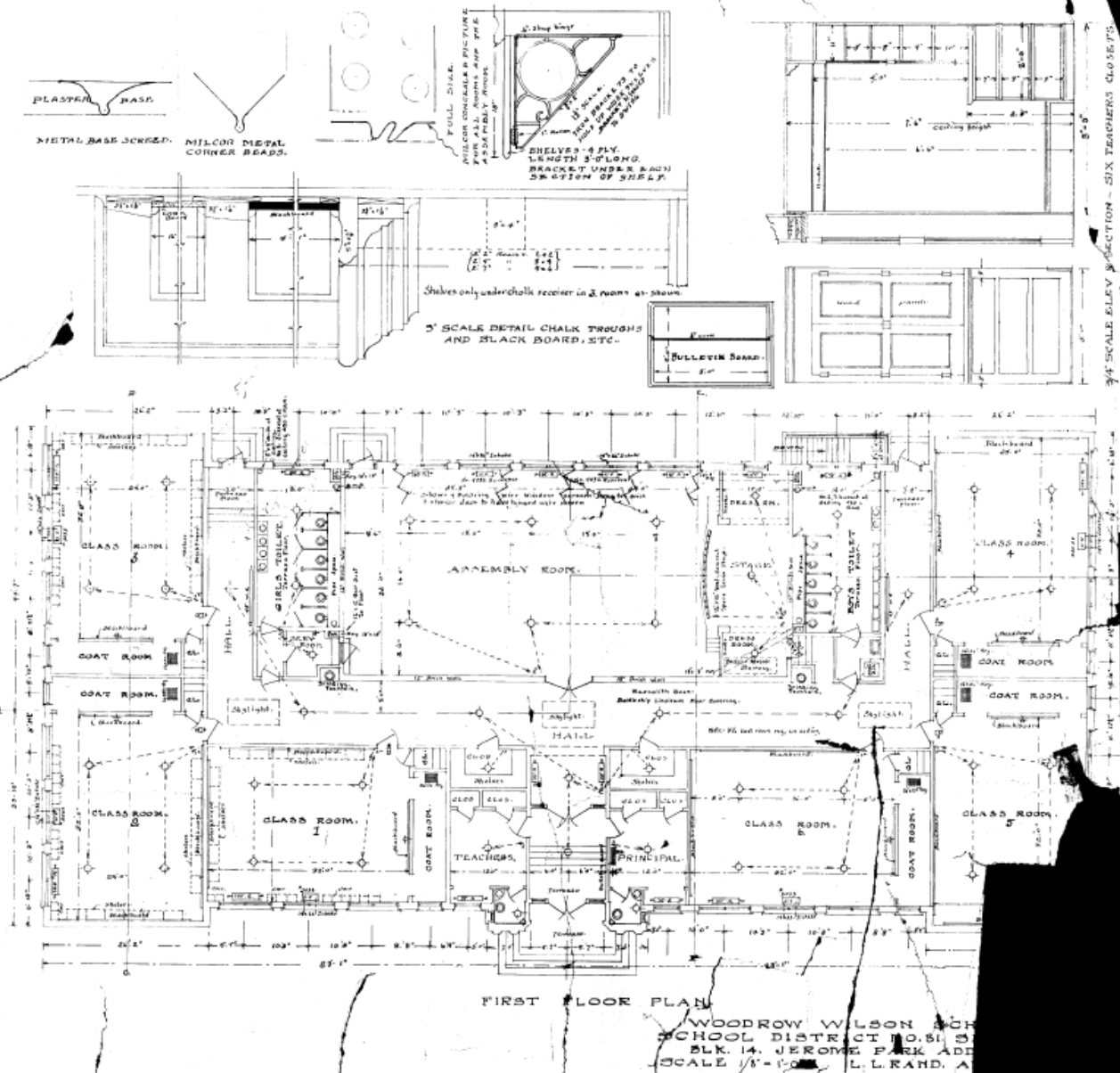
COEUR D'ALENE, Idaho, July 10.—(Special).—Plans for a new one-story brick building for the Coeur Plumbing and Heating company are being prepared by a local architect and the building will be started this fall, according to present plans.

Spokane has an anti-air film campaign.

1926 ELEVATIONS, L.L. Rand, architect

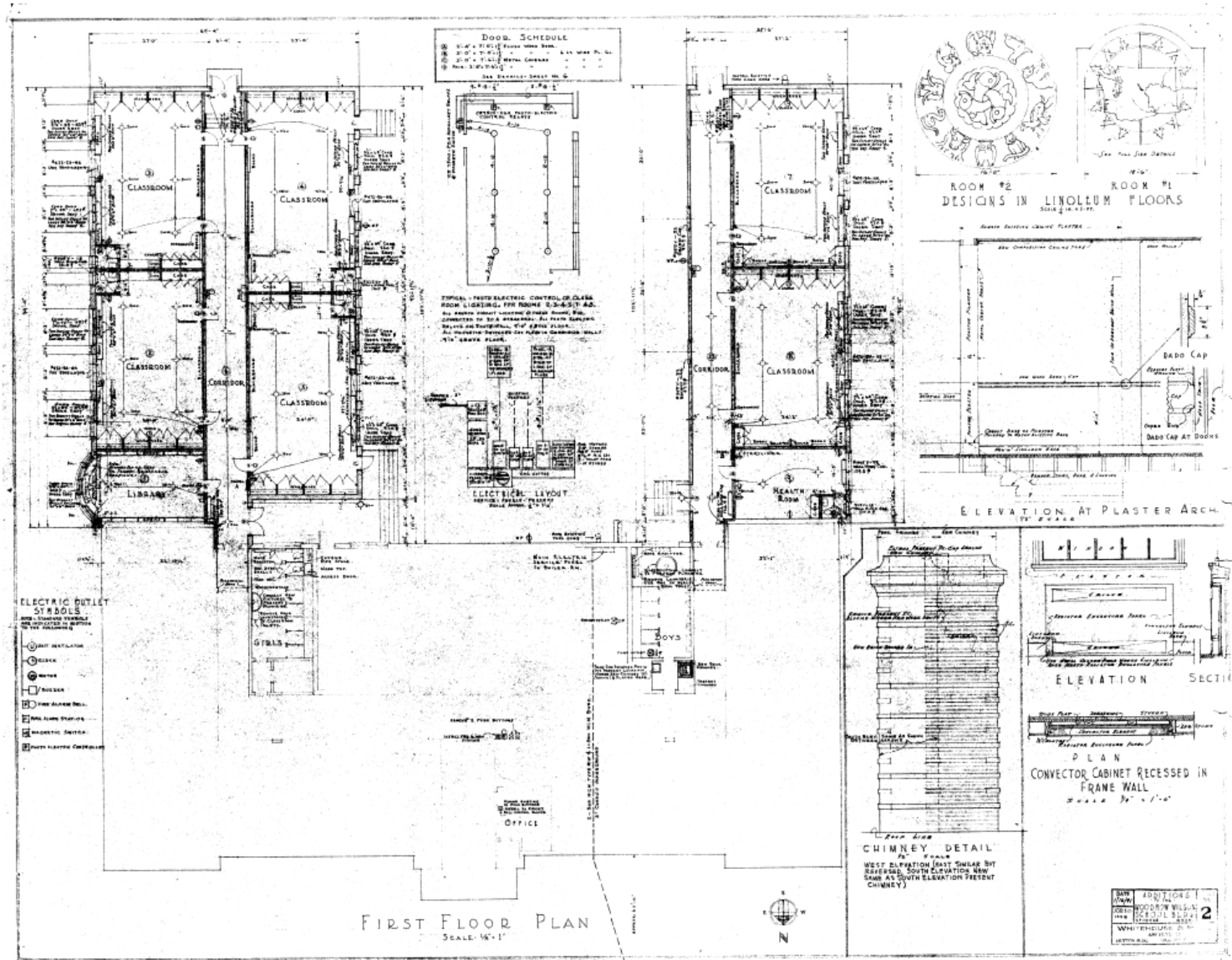


1926 FLOOR PLAN, L.L. Rand, architect

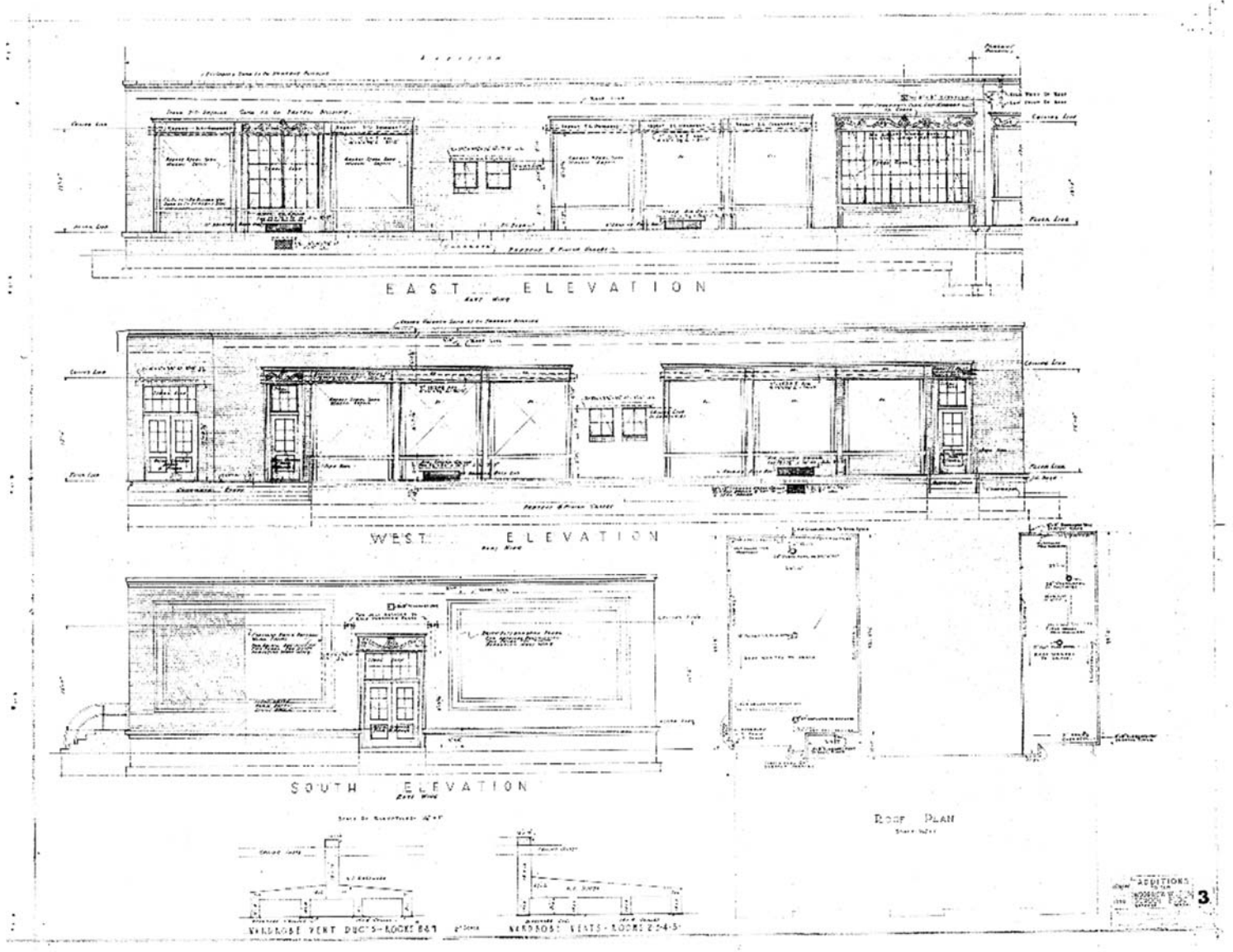




1941 ADDITION FLOOR PLANS, Whitehouse & Price, architects







1941 ADDITION ELEVATIONS PLAN, Whitehouse & Price, architects

# 1960 ADDITION PLOT PLAN, Eddie, Carlson & James, architects

## GENERAL NOTES

### SECTION REFERENCES:

- SECTION OF DATA NUMBER
- SECTION NUMBER ON WHICH DETAIL APPEARS
- DIRECTION OF VIEW

### ELEVATION REFERENCES:

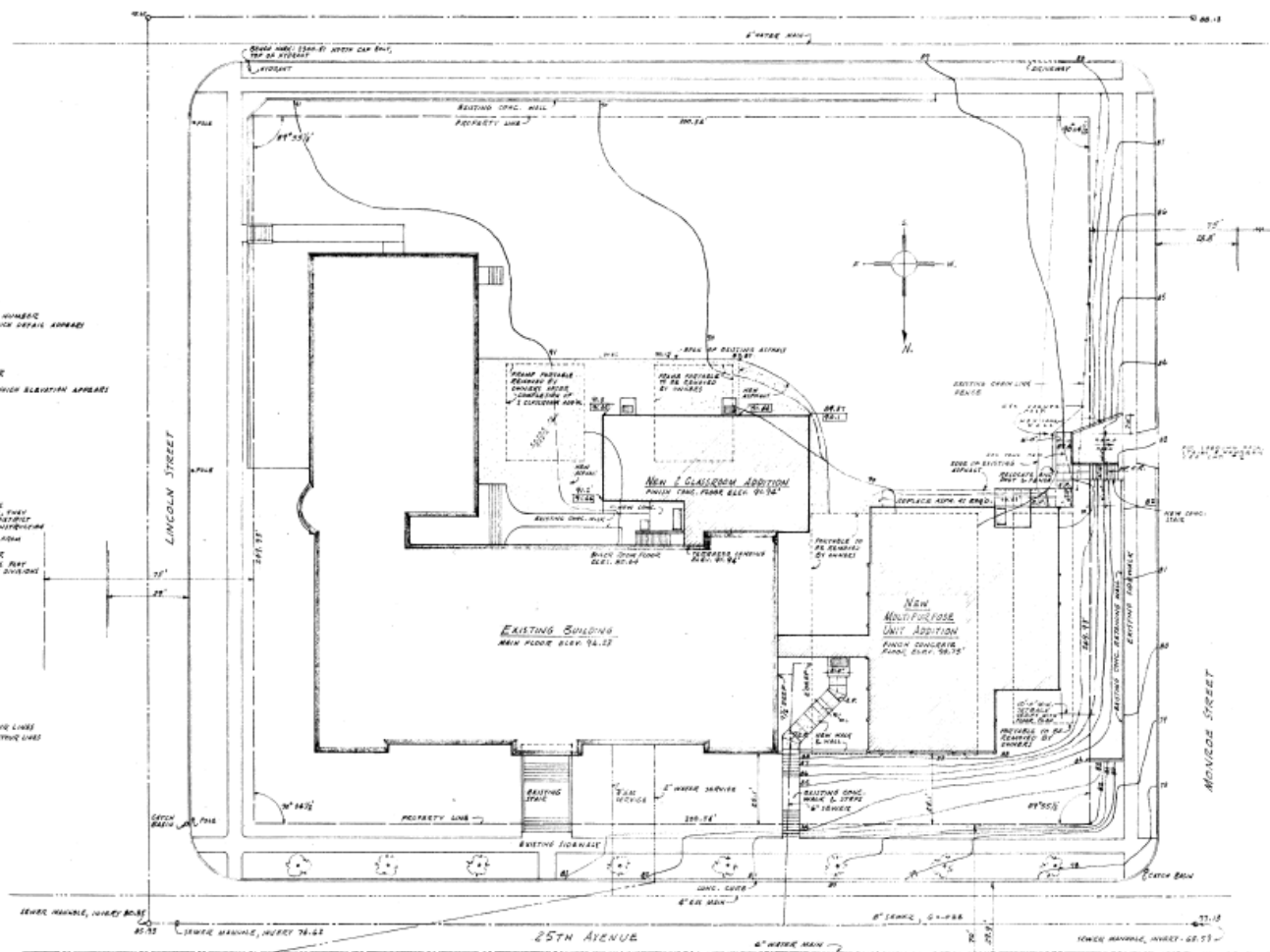
- ELEVATION NUMBER
- SECTION NUMBER ON WHICH ELEVATION APPEARS

## PLOT PLAN NOTES:

- WHERE EXISTING BUILDINGS ARE INDICATED BY BLUE LINES, THEY WILL BE REMOVED BY OWNER. DISTRICT WILL BE TO THE TOP OF INTERSECTION.
- ALL THE EXISTING BUILDING AREA (EXCEPT EXISTING GARAGE) WILL BE REDEVELOPED LAND SURFACE.
- SEE MECHANICAL & ELECTRICAL PLAN FOR THE EXISTING BUILDING DIVISION OF THE WORK.

## LEGEND

- NEW CONTOUR LINES
- EXISTING CONTOUR LINES
- EXISTING ROADS
- EXISTING ROADS
- EXISTING PAV



PLOT PLAN  
SCALE 1/8" = 1'-0"

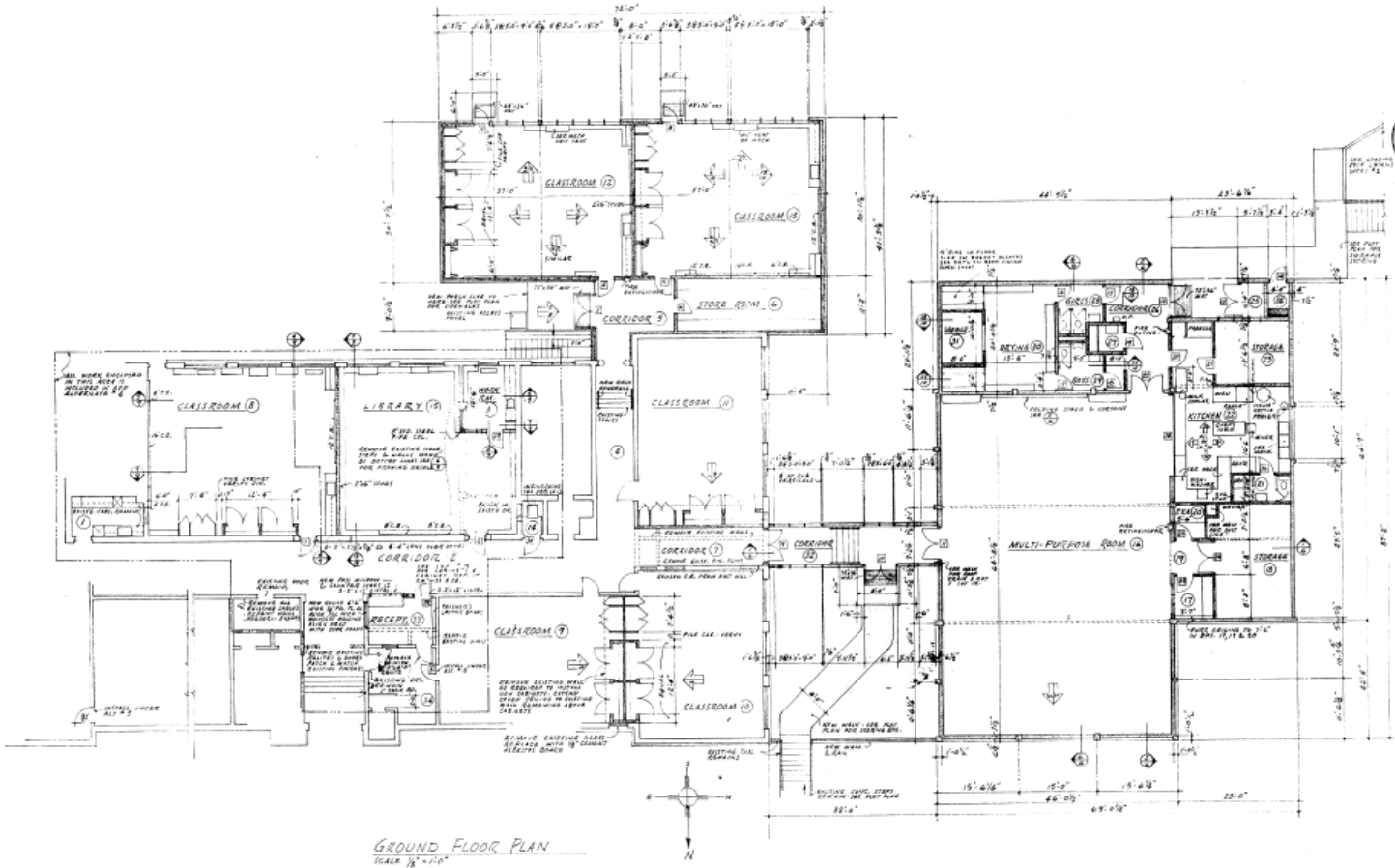
DATE: 1960  
JOB NO.: 1960  
SHEET NO.: 1

CLASSROOM & MULTIPURPOSE ADDITION  
WILSON ELEMENTARY SCHOOL  
SPRINGFIELD, WASHINGTON  
THIRTY-FOURTH & LINCOLN STREETS

Eddie, Carlson & James  
ARCHITECTS

PLANNING & DESIGN  
CONSTRUCTION & MAINTENANCE  
LANDSCAPE ARCHITECTURE  
INTERIOR DESIGN  
FURNITURE & FIXTURES  
LIGHTING & SOUND  
TELEPHONE & CABLE  
ELECTRICAL & MECHANICAL  
PAVING & CONCRETE  
PAINTING & DECORATING  
CERAMIC & GLASS  
METALWORK & WOODWORK  
CARPENTRY & JOINERY  
PLASTER & Gypsum Board  
ROOFING & Siding  
FLOORING & Wall Coverings  
HEATING & Cooling  
ELEVATORS & Escalators  
STAIRS & Ramps  
FENCES & Gates  
SIGNAGE & Identification  
TRUCKS & Trailers  
BOATS & Marine Equipment  
AIRCRAFT & Aviation  
RAILROADS & Transportation  
INDUSTRIAL & Commercial  
AGRICULTURE & Forestry  
RECREATION & Amusement  
HISTORIC & MONUMENTAL  
ARCHITECTURE & DESIGN

1960 ADDITION FLOOR PLANS, Eddie, Carlson & James, architects







DECORATIVE PRE-CAST CONCRETE WINDOW HEADS, JAMBS & SILL SWS TO EXACTLY MATCH EXISTING PART TO MATCH EXISTING COLOR IN HIGH-GLOSS FINISH (TYPICAL ALL AROUND)

NEW ADDITION

DECORATIVE PRE-CAST CONC WALL CAP, EXACTLY MATCH EXISTING (TYPICAL ALL AROUND BUILDING ADDITION)

NEW BRICK VENEER TO EXACTLY MATCH EXISTING (TYPICAL ALL AROUND BUILDING)

EMERGENCY OVERFLOW SCOURER, SEE ROOF PLAN SHT A100

SEE WINDOW GROUP ELEVATION #1 SHEET A108

SEE PARAPET ELEVATION #1 SHEET A108

PARAPET ADDITION TO EXISTING WALL, MATCH DETAIL OF FRONT (NORTH) ENTRY IN PRECAST CONCRETE, EXACTLY MATCH EXISTING

BRICK PANEL TO EXACTLY MATCH EXISTING

EXIST CHAIN LINK FENCE

SEE WINDOW GROUP ELEVATION #4 SHEET A108

SEE WINDOW GROUP ELEVATION #4 SHEET A108

SEE WINDOW GROUP ELEVATION #3 SHEET A108

DECORATIVE PRE-CAST CONC SILL BLOCK CORNER, EXACTLY MATCH EXISTING (TYPICAL ALL AROUND BUILDING ADDITION)

W/ROOF GRADE LINE & BUILDING ADDITION

FOOTING PAD, SEE STRUCTURAL FTS & FOUNDING SHEET B20 (TYPICAL ALL AROUND BUILDING)

ALIGN WITH EAST WALL OF EXG BLDG.

INTERCOM BELL, SEE SHEET B20P

EXT. WALL-WACK FLOOD LIGHT (SEE ELECTRICAL LIG PLAN SHT B2L)

DECORATIVE BRICK PANEL, EXACTLY MATCH EXISTING DECORATIVE PANEL ON FRONT (NORTH) ELEVATION OF BUILDING (TYPICAL OF 2)

CONTINUOUS DECORATIVE PRECAST CONC SILL, EXACTLY MATCH EXISTING

GRADE LINE & BLDG.

GENERAL NOTES:

1. NEW BRICK WORK TO EXACTLY MATCH EXISTING
2. MATCH EXISTING COARSEN, BONDING, MORTAR JOINTS, COLOR, MORTAR COLOR AND TEXTURE AND PATTERNING TO EXISTING
3. WHERE ABUTTING EXISTING BRICK VENEER WALL, REUSE PLANE, TOOTH IN NEW BRICK VENEER TO EXISTING
4. ADD WASH BRICK AND MORTAR JOINT SURFACE TO EXPOSE SAND AGGREGATE IN MORTAR TO MATCH EXISTING
5. FIELD VERIFY ALL DIMENSIONS FOR PRECAST WORK AND BRICK WORK WITH ARCHITECT PRIOR TO COMMENCEMENT OF CONSTRUCTION

EAST ELEVATION  
SCALE: 1/8" = 1'-0"

SEE WINDOW GROUP ELEVATION #4 SHEET A108

SEE WINDOW GROUP ELEVATION #4 SHEET A108

SEE WINDOW GROUP ELEVATION #4 SHEET A108

SEE WINDOW GROUP ELEVATION #4 SHEET A108

SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"

NEW ADDITION

EMERGENCY OVERFLOW SCOURER, SEE ROOF PLAN SHT A100

PARAPET ADDITION TO EXISTING WALL, MATCH DETAIL OF FRONT (NORTH) ENTRY IN PRECAST CONCRETE, EXACTLY MATCH EXISTING

DECORATIVE PRECAST CONC WALL CAP TO EXACTLY MATCH EXISTING ON NORTH ELEVATION

BRICK PANEL TO EXACTLY MATCH EXISTING

INTERCOM BELL, SEE SHEET B20P

EXT. WALL-WACK FLOOD LIGHT (SEE ELECTRICAL LIG PLAN SHT B2L)

DECORATIVE BRICK PANEL, EXACTLY MATCH EXISTING DECORATIVE PANEL ON FRONT (NORTH) ELEVATION OF BUILDING (TYPICAL OF 2)

SEE WINDOW GROUP ELEVATION #4 SHEET A108

SEE WINDOW GROUP ELEVATION #4 SHEET A108

SEE WINDOW GROUP ELEVATION #4 SHEET A108

SEE WINDOW GROUP ELEVATION #4 SHEET A108

WEST ELEVATION  
SCALE: 1/8" = 1'-0"

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1. Wilson School - context along 25th Avenue, looking west



2. Wilson School - context along Lincoln Street, looking south





3. Northeast corner - front facade along 25th Avenue, looking southwest (1)<sup>[152]</sup>



4. East facade - juncture of 1999 addition, 1941 addition, and original <sup>[153]</sup>—<sup>[154]</sup>looking west



5. Southeast corner - east facade, looking northwest



6. Playground and rear of school, looking northeast





7. Northwest corner showing multi-purpose room, looking southeast



8. Front facade and corridor to multipurpose room, looking southeast





9. Front facade (north) showing main entry, looking south

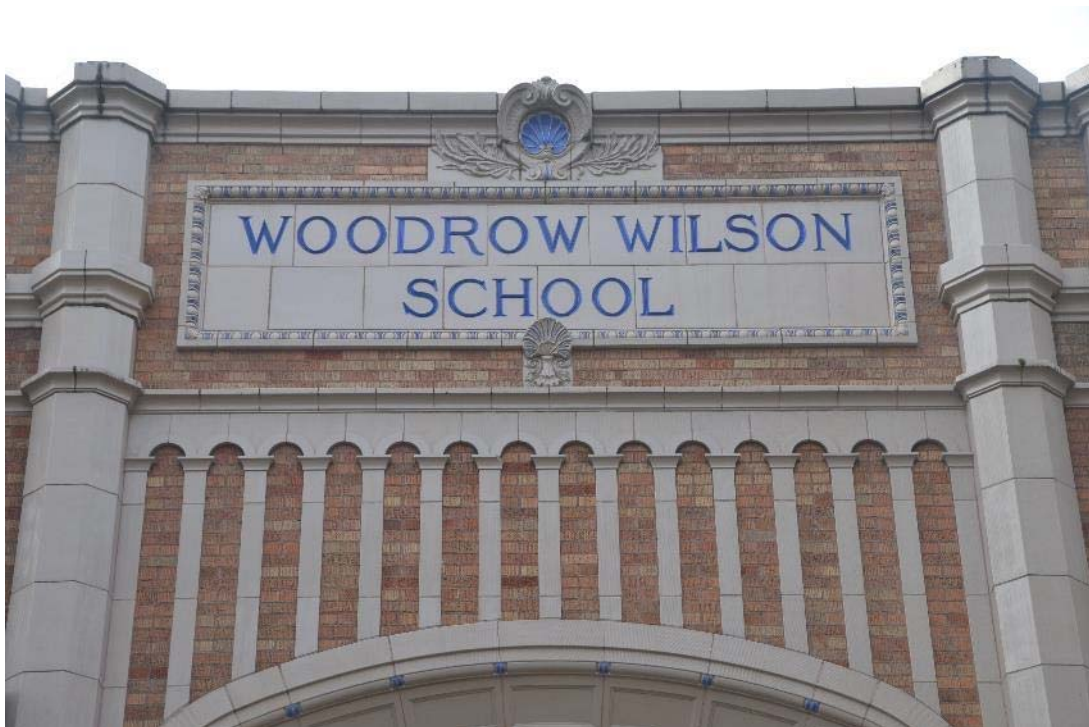


10. Main entry - 911 West 25th Avenue, looking south





11. Detail of front entry on north facade, looking south



12. Detail of front entry pediment



13. Detail of window bays on front facade, looking south



14. Detail of window bays on original east facade



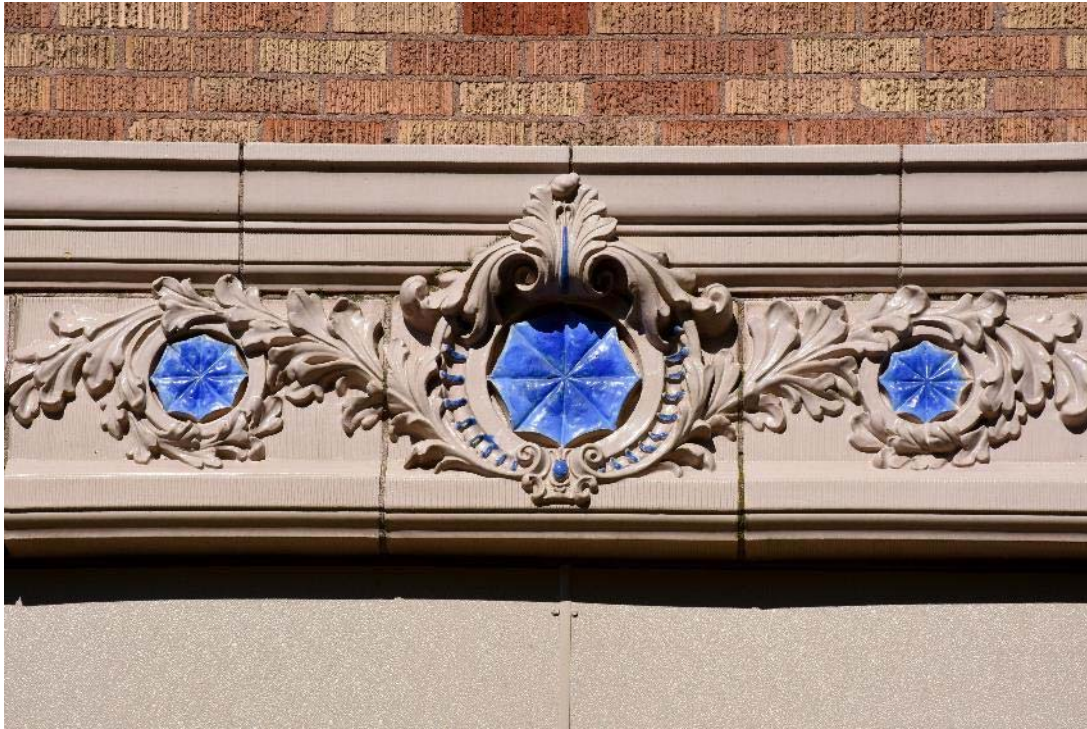


15. Library, 1941 Addition, looking west



16. Window head detail front facade, looking south





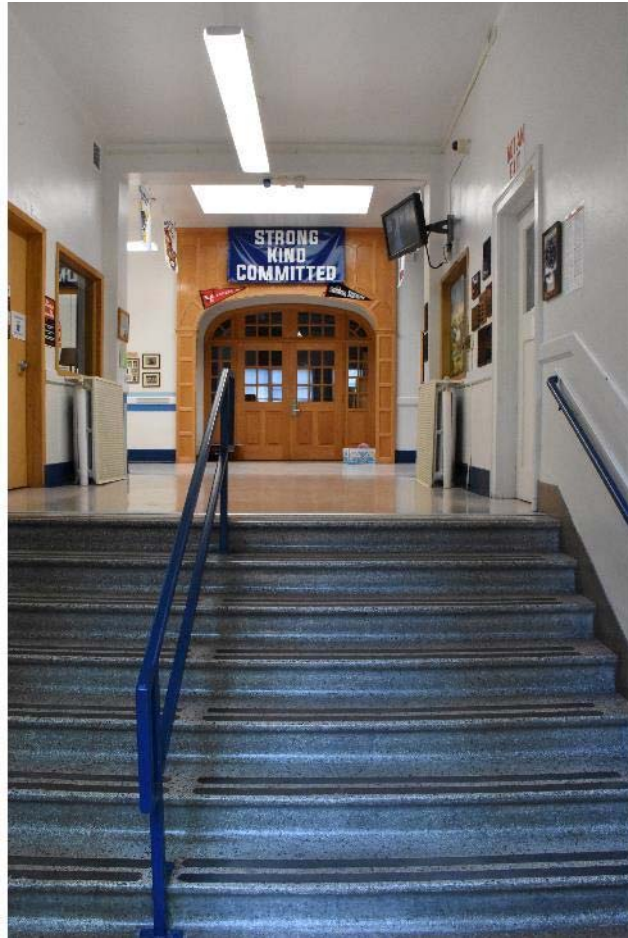
17. Window head detail <sup>[155]</sup>terra cotta<sup>[156]</sup>, east facade



18. Window head detail <sup>[158]</sup>cast concrete, east façade 1990 addition



19. Looking north at south facade of 1961 addition



1. Front entry steps, looking south





2. Main entry, looking north to the outside



3. Entry to Library (former multi-purpose room), looking south



4. Main entry juncture with central hallway, looking east



5. Main entry juncture with central hallway, looking west



6. Door to original classroom 126 in northeast corner





7. Classroom 126 (original and typical), looking north



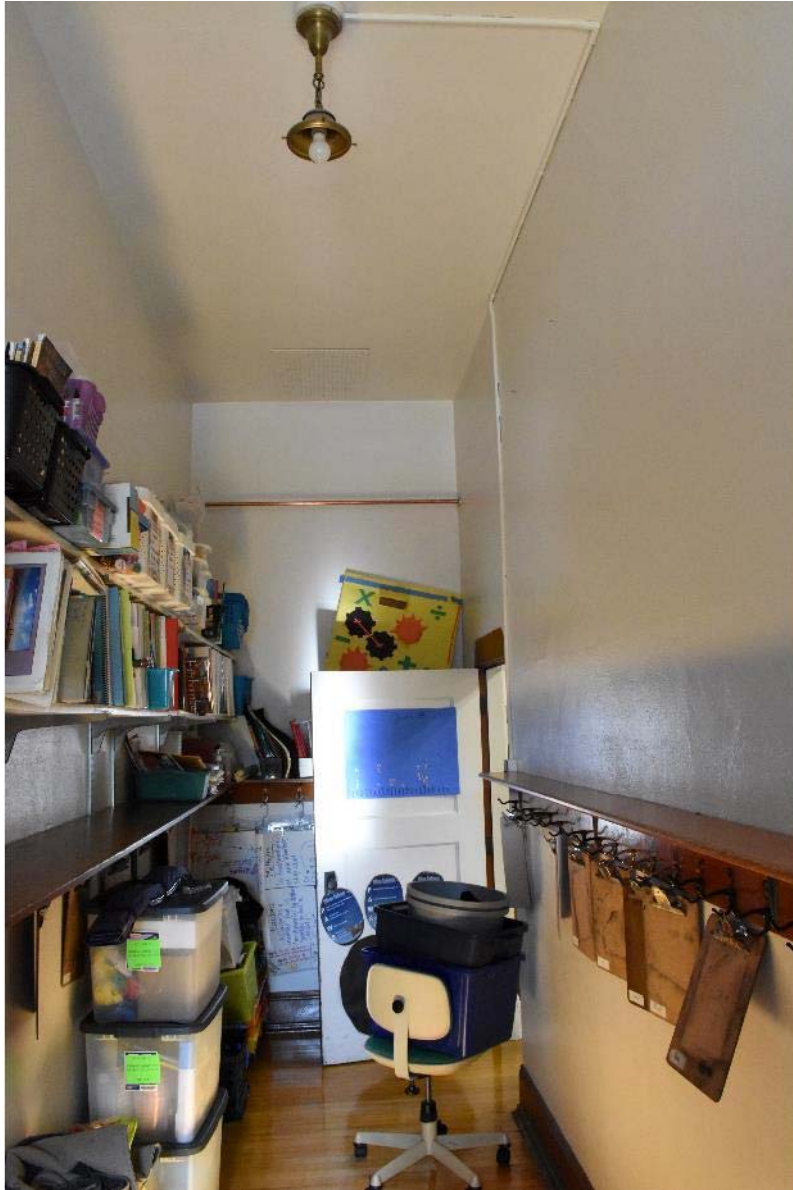
8. Classroom 126, looking south toward cloakroom



9. Detail - "Ghost of Radiators Past"



10. Detail - window latch, steel sash, and terrazzo sill



11. Cloak closet





12. Cloak closet <sup>[160]</sup> the shelf and clipboards



13. Girls' toilet door in original building



14 Girls' toilet in original building - interior



15. Faculty lounge - original 1941 library, looking east



16. Library - original multipurpose room, looking west





17. Main hall in 1999 addition, looking south



18. Looking west at entries to classrooms in 1999 wing



19. 1999 Classroom, looking south



20. Boy's-Boys' toilet in 1999 addition





21. Entries to 1961 classroom wing, looking southwest



22. Classroom in 1961 addition, looking west



23. Detail - 1161 Original door and moldings in northwest corner classroom



24. Detail - Original chalk rail in northwest corner classroom



25. Breezeway connecting Classrooms and Multi-purpose room, looking east





26. 1961 Multi-purpose room-gymnasium, looking west



27. 1961 Multi-purpose room





**Agenda Sheet for City Council Meeting of:**  
11/05/2018

<b>Date Rec'd</b>	4/11/2012
<b>Clerk's File #</b>	CPR 2018-0002
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ACCOUNTING
<b>Contact Name/Phone</b>	LEONARD DAVIS 625-6028
<b>Contact E-Mail</b>	LDAVIS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Claim Item
<b>Agenda Item Name</b>	5600-CLAIMS-2018

**Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 10/26/18.  
Total:\$ 9,122,913.75 with Parks & Library claims being approved by their respective boards. Claims excluding  
Parks & Library Total:\$ 7,107,165.15

**Summary (Background)**

Pages 1-38 Check numbers: 554172 - 554678 ACH payment numbers: 55870 - 56169 On file for review in City  
Clerks Office: 38 Page listing of Claims NOTE:

<b><u>Fiscal Impact</u></b>	Grant related? Public Works? NO	<b><u>Budget Account</u></b>
Expense	\$ 7,107,165.15	# Various
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	HUGHES, MICHELLE	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	MARCHAND, CRYSTAL	<b><u>Other</u></b>	
<b><u>Finance</u></b>	DOVAL, MATTHEW	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT		
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 43

APPROVAL FUND SUMMARY

DATE: 10/29/18  
TIME: 08:17  
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	794,148.41
1100	STREET FUND	114,123.96
1200	CODE ENFORCEMENT FUND	5,981.00
1300	LIBRARY FUND	15,667.19
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	68,067.31
1400	PARKS AND RECREATION FUND	34,498.27
1460	PARKING METER REVENUE FUND	13,525.09
1510	SPOKANE RGL EMERG COM SYS	392.26
1560	FORFEITURES & CONTRIBUTION FND	51,938.71
1620	PUBLIC SAFETY & JUDICIAL GRANT	30,816.84
1630	COMBINED COMMUNICATIONS CENTER	12,422.16
1640	COMMUNICATIONS BLDG M&O FUND	17,674.12
1680	CD/HS OPERATIONS	4,322.99
1910	CRIMINAL JUSTICE ASSISTANCE FD	656.00
1970	FIRE/EMS FUND	349,435.25
3200	ARTERIAL STREET FUND	105,749.30
4100	WATER DIVISION	315,313.70
4250	INTEGRATED CAPITAL MANAGEMENT	323,949.26
4300	SEWER FUND	378,266.44
4480	SOLID WASTE FUND	328,225.87
4490	SOLID WASTE DISPOSAL	404,898.62
4600	GOLF FUND	4,351.74
4700	DEVELOPMENT SVCS CENTER	13,059.37
5100	FLEET SERVICES FUND	212,961.91
5110	FLEET SVCS EQUIP REPL FUND	41,637.87
5200	PUBLIC WORKS AND UTILITIES	5,420.53
5300	IT FUND	82,272.84
5400	REPROGRAPHICS FUND	4,468.04
5500	PURCHASING & STORES FUND	1,786.17
5600	ACCOUNTING SERVICES	10,745.70
5700	MY SPOKANE	2,282.61
5800	RISK MANAGEMENT FUND	38,211.07
5810	WORKERS' COMPENSATION FUND	4,283.43
5820	UNEMPLOYMENT COMPENSATION FUND	45.85
5830	EMPLOYEES BENEFITS FUND	1,081,576.19
5900	ASSET MANAGEMENT FUND OPS	3,403.82
5901	ASSET MANAGEMENT FUND CAPITAL	11,448.73
6060	EMPLOYEES' RETIREMENT FUND	1,049.23
6070	FIREFIGHTERS' PENSION FUND	70,711.86
6080	POLICE PENSION FUND	95,291.50
6730	PARKING & BUSINESS IMPROV DIST	35.96
6960	SALARY CLEARING FUND NEW	2,052,047.98
TOTAL:		7,107,165.15

REPORT: PG3630  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 43

DATE: 10/29/18  
TIME:  
PAGE: 1

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80056075	49,331.51
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES ACH PMT NO. - 80055984	4,430.17
TOTAL FOR 0020 - NONDEPARTMENTAL		53,761.68

0030 - POLICE OMBUDSMAN

COPIERS NORTHWEST INC	MISC SERVICES/CHARGES ACH PMT NO. - 80055962	118.40
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80055964	4.48
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	250.00
LUVIMAE P OMANA	REGISTRATION/SCHOOLING ACH PMT NO. - 80055949	149.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	629.76
TOTAL FOR 0030 - POLICE OMBUDSMAN		1,151.64

0100 - GENERAL FUND

DANIEL JAMES WILEY 7510 S DEERVUE LN	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00554403	1,500.00
HEATHER R CRAIG 4214 N LINCOLN ST	DEPOSIT-COUNTY CHECK NO. - 00554624	9.00
HEATHER R CRAIG 4214 N LINCOLN ST	DEPOSIT-POLICE GUN PERMITS CHECK NO. - 00554624	18.00
HEATHER R CRAIG 4214 N LINCOLN ST	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00554624	12.00
MIKHAIL P KRIVOPUSTOV 3618 E 1ST AVE	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00554409	187.00
ROBERT CODY RIVERS 720 W 1ST APT 58	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00554408	136.00
SAMANTHA WILSON 19310 E INDIANA AVE	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00554407	27.00
SPOKANE INT'L AIRPORT AIRPORT PARKING TICKETS	DEPOSIT-AIRPORT PARK VIOLATION ACH PMT NO. - 80055936	223.73

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/29/18  
PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE PUBLIC SCHOOLS	GRANT CASH PASS THRU ACCOUNT
------------------------	------------------------------

	ACH PMT NO. - 80055937	8,879.61
STANTEC CONSULTING SERVICES INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80056083	28,744.75
SUPERIOR TRAMWAY 2311 E MAIN AVE	DEPOSIT - RESTITUTION CHECK NO. - 00554405	65.00
THOMAS HANSEN 2310 E DIAMOND AVE	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00554404	1,500.00
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80056161	226,009.19
VALLEY EMPIRE COLLECTIONS 8817 E MISSION STE 101	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00554406	66.04
WA STATE DEPT OF REVENUE MISCELLANEOUS TAX DIVISION	DEPOSIT-LEASE EXCISE TAX CHECK NO. - 00554669	22,525.13
WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00554423	5,240.00
		-----
TOTAL FOR 0100 - GENERAL FUND		295,142.45
0230 - CIVIL SERVICE		
-----		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	585.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	1,985.55
		-----
TOTAL FOR 0230 - CIVIL SERVICE		2,570.55
0260 - CITY CLERK		
-----		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	180.00
NORTHWEST VITAL RECORDS CENTER INC	CONTRACTUAL SERVICES ACH PMT NO. - 80056056	3,465.13
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	1,517.04
		-----
TOTAL FOR 0260 - CITY CLERK		5,162.17
0320 - COUNCIL		
-----		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	650.00
HONORABLE MAYOR AND COUNCIL MEMBERS		10/29/18 PAGE 4
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
UNIVERSITY DISTRCT DEVELOPMENT ASSOCIATION	CONTRACTUAL SERVICES ACH PMT NO. - 80056091	10,000.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS ( CITY )	CHECK NO. - 00554667	2,463.95
TOTAL FOR 0320 - COUNCIL		13,113.95
0330 - PUBLIC AFFAIRS/COMMUNICATIONS		
CHAPTER & VERSE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80056012	26,552.53
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	430.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	1,587.88
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		28,570.41
0370 - ENGINEERING SERVICES		
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80055892	27.09
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80055895	45.91
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80055895	14.82
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	3,241.01
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	13,817.55
TOTAL FOR 0370 - ENGINEERING SERVICES		17,146.38
0410 - FINANCE		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	670.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	2,020.76
TOTAL FOR 0410 - FINANCE		2,690.76
0430 - GRANTS MANAGEMENT		
HONORABLE MAYOR AND COUNCIL MEMBERS		10/29/18 PAGE 5
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	216.00
SALLY STOPHER	PER DIEM ACH PMT NO. - 80056169	295.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	



EMP BENEFITS ( CITY )	CHECK NO. - 00554667	880.87
TOTAL FOR 0430 - GRANTS MANAGEMENT		1,391.87
0450 - COMM & NEIGHBHD SVCS DIVISION		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	100.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	556.17
TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION		656.17
0470 - HISTORIC PRESERVATION		
HOLLY RENEE BORTH DBA BORTH PRESERVATION	CONTRACTUAL SERVICES ACH PMT NO. - 80056007	15,000.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	100.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	335.91
TOTAL FOR 0470 - HISTORIC PRESERVATION		15,435.91
0500 - LEGAL		
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80055892	37.04
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	1,970.00
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80055974	13.03
LEGAL DEPT IMPREST FUND	JUDGEMENTS/DAMAGES CHECK NO. - 00554411	119.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	8,242.35
VERITEXT CORP	JUDGEMENTS/DAMAGES CHECK NO. - 00554419	1,164.25
HONORABLE MAYOR AND COUNCIL MEMBERS		10/29/18 PAGE 6
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
WASHINGTON CITIES INSURANCE AUTHORITY	REGISTRATION/SCHOOLING CHECK NO. - 00554506	95.00
TOTAL FOR 0500 - LEGAL		11,640.67
0520 - MAYOR		
CONTRACT DESIGN ASSOCIATES INC OFFICE FURNITURE (NON CAPITAL)		

	ACH PMT NO. - 80055961	25.89
DAWN SUGASA DBA MOUNTAIN VIEW CONSULTING	CONTRACTUAL SERVICES ACH PMT NO. - 80055976	2,000.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	280.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	1,596.24
		-----
TOTAL FOR 0520 - MAYOR		3,902.13

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	200.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	857.57
		-----
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		1,057.57

0560 - MUNICIPAL COURT

CHRYSLER CAPITAL PO BOX 660616	CASH OVER/SHORT CHECK NO. - 00554398	15.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80055962	445.39
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	1,800.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80055980	189.00
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80056071	66.67
SPOKANE COUNTY BAR ASSN SPOKANE COUNTY COURTHOUSE	ADVERTISING CHECK NO. - 00554632	250.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	8,154.88

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/29/18  
PAGE 7

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80055940	720.95
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80055940	40.01
		-----
TOTAL FOR 0560 - MUNICIPAL COURT		11,681.90

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
---------------------------	--------------------------------

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00554656	160.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00554667	504.72
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		664.72

0620 - HUMAN RESOURCES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00554656	648.76
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00554667	2,161.63
TOTAL FOR 0620 - HUMAN RESOURCES		2,810.39

0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00554656	750.00
MICHAEL D BAKER	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80056002	101.48
MICHAEL D BAKER	PARKING/TOLLS (LOCAL)	
	ACH PMT NO. - 80056002	159.25
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00554667	3,043.90
TOTAL FOR 0650 - PLANNING SERVICES		4,054.63

0680 - POLICE

ABM JANITORIAL SERVICES SOUTH	LAUNDRY/JANITORIAL SERVICES	
SOUTH CENTRAL INC dba	ACH PMT NO. - 80056118	2,992.56
ALL ABOUT TOWING SERVICES	TOWING EXPENSE	
	ACH PMT NO. - 80055952	106.08

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/29/18  
PAGE 8

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ANGELA NAPOLITANO	AIRFARE	
	CHECK NO. - 00554629	277.60
ANGELA NAPOLITANO	LODGING	
	CHECK NO. - 00554629	205.90
ANGELA NAPOLITANO	OTHER TRANSPORTATION EXPENSES	
	CHECK NO. - 00554629	22.50
BEACON SERVICE INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80056005	1,409.00
BENJAMIN GREEN	AIRFARE	
	CHECK NO. - 00554622	25.00
CENTURYLINK	ALARM/SECURITY SERVICES	

	CHECK NO. - 00554619	55.44
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00554505	136.57
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80056018	315.60
DR LOUIS C SOWERS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80056073	3,226.61
EVERGREEN STATE TOWING LLC	TOWING EXPENSE	
DBA SPOKANE VALLEY TOWING	ACH PMT NO. - 80056028	548.08
GALLS LLC	CLOTHING	
	ACH PMT NO. - 80056032	7,040.49
GRAINGER INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80056035	371.67
GREG THIESCHAFFER	LODGING	
	CHECK NO. - 00554635	449.00
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80055970	4,008.91
HEATHER R CRAIG	NON BUSINESS LICENSES/PERMITS	
4214 N LINCOLN ST	CHECK NO. - 00554624	9.00
IBM CORP	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80055917	4,282.89
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00554656	71,357.72
LANGUAGE LINE SERVICES	INTERPRETER COSTS	
LANGUAGE LINE LLC	ACH PMT NO. - 80056048	134.14
RICHARD CARROLL	OFFICE SUPPLIES	
	CHECK NO. - 00554618	139.26
ROBERT EARL ALFORD	TOWING EXPENSE	
dba ALL SERVICE EAST TOWING	ACH PMT NO. - 80055992	88.40

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/29/18  
PAGE 9

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SENSKE PEST CONTROL	LANDSCAPE/GROUNDS MAINT	
SENSKE LAWN & TREE CARE	ACH PMT NO. - 80056069	859.52
SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES	
	ACH PMT NO. - 80056075	22,779.04
SPOKANE COUNTY TREASURER	TELEPHONE	
	ACH PMT NO. - 80055935	27.51
ST ANN PARISH	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80056082	475.00
UNITED PARCEL SERVICE	POSTAGE	
	CHECK NO. - 00554636	35.89
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00554667	37,358.39
VERIZON WIRELESS	SMART PHONES, IPAD, TABLETS	

	ACH PMT NO. - 80055940	210.76
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00554672	142,318.34
WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80056097	865.58
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00554673	625.00
XO COMMUNICATIONS INC C/O VERIZON	ALARM/SECURITY SERVICES ACH PMT NO. - 80055944	34.88
YWCA	OPERATING RENTALS/LEASES ACH PMT NO. - 80055945	934.20
TOTAL FOR 0680 - POLICE		303,726.53
0690 - PROBATION SERVICES		
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80056018	174.16
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80055967	61.12
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	660.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	2,262.49
TOTAL FOR 0690 - PROBATION SERVICES		3,157.77
0700 - PUBLIC DEFENDER		
HONORABLE MAYOR AND COUNCIL MEMBERS		10/29/18 PAGE 10
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
CHARLES R DELGADO DBA DELGADO INVESTIGATIONS LLC	LEGAL SERVICES ACH PMT NO. - 80055963	503.75
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80055962	139.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	1,405.00
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO. - 80056087	1,670.08
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	6,310.85
TOTAL FOR 0700 - PUBLIC DEFENDER		10,029.18
0750 - ECONOMIC DEVELOPMENT		
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00554656	160.00
NATIONAL COUNCIL FOR COM DEV NATIONAL DEVELOPMENT COUNCIL	CONTRACTUAL SERVICES ACH PMT NO. - 80056053	3,000.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	770.28

TOTAL FOR 0750 - ECONOMIC DEVELOPMENT	-----	3,930.28
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0860 - TREASURY SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	75.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	623.70

TOTAL FOR 0860 - TREASURY SERVICES	-----	698.70
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1100 - STREET FUND

ADAM MILES	AIRFARE CHECK NO. - 00554412	269.80
ADAM MILES	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00554412	91.84
AT&T MOBILITY	MOBILE BROADBAND CHECK NO. - 00554614	684.64
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80055895	31,950.91

HONORABLE MAYOR AND COUNCIL MEMBERS	10/29/18 PAGE 11
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80055895	116.22
COPIERS NORTHWEST INC	CONTRACTUAL SERVICES ACH PMT NO. - 80055902	924.55
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80055973	15,053.75
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	4,839.59
PRORATE AND FUEL TAX DEPT OF LICENSING	FUEL CHECK NO. - 00554420	956.83
SPECIAL ASPHALT PRODUCTS	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80055982	39,135.36
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	20,035.16
VALLA MELVIN	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00554660	6.00
XO COMMUNICATIONS INC	TELEPHONE	



C/O VERIZON	ACH PMT NO. - 80055944	59.31
TOTAL FOR 1100 - STREET FUND		114,123.96
1200 - CODE ENFORCEMENT FUND		
C & C YARD CARE	CONTRACTUAL SERVICES ACH PMT NO. - 80056125	514.62
CARRIE L PAETSCH DBA NORTH COUNTRY SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80056141	1,457.45
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	765.00
NATIONSTAR MORTGAGE LLC 2501 S STATE HWY 121 BDLG 1	DEMOLITION LIENS CHECK NO. - 00554400	500.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	2,686.18
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80056093	57.75
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		5,981.00
1300 - LIBRARY FUND		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	2,365.00
HONORABLE MAYOR AND COUNCIL MEMBERS		10/29/18 PAGE 12
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	13,302.19
TOTAL FOR 1300 - LIBRARY FUND		15,667.19
1360 - MISCELLANEOUS GRANTS FUND		
SPOKANE PUBLIC SCHOOLS	CONTRACTUAL SERVICES ACH PMT NO. - 80055937	8,879.61
SPOKANE PUBLIC SCHOOLS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80055937	8,879.61-
STANTEC CONSULTING SERVICES INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80056083	28,744.75-
STANTEC CONSULTING SERVICES INC	OTHER CAPITALIZED COSTS ACH PMT NO. - 80056083	28,744.75
TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND		0.00
1380 - TRAFFIC CALMING MEASURES		
AMERICAN TRAFFIC SOLUTIONS INC CONTRACTUAL SERVICES		

	ACH PMT NO. - 80055997	62,881.25
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80056001	22.30
CAMERON-REILLY LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80055898	5,163.76
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		68,067.31

1400 - PARKS AND RECREATION FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80055895	920.10
GRAPHIC ART PRODUCTIONS DBA FASTSIGNS	PRINTING/BINDING/REPRO ACH PMT NO. - 80056036	275.75
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	3,993.80
SIMPSON ENGINEERS INC	OTHER CAPITALIZED COSTS ACH PMT NO. - 80055933	5,308.28
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	24,000.34
TOTAL FOR 1400 - PARKS AND RECREATION FUND		34,498.27

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/29/18  
PAGE 13

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1460 - PARKING METER REVENUE FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	559.04
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80056049	849.68
PROFESSIONAL ACCOUNT MANAGEMENT LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80056065	8,772.40
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	2,493.29
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80056093	690.58
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80056093	160.10
TOTAL FOR 1460 - PARKING METER REVENUE FUND		13,525.09

1510 - SPOKANE RGL EMERG COM SYS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	100.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	292.26

TOTAL FOR 1510 - SPOKANE RGL EMERG COM SYS		392.26
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1560 - FORFEITURES & CONTRIBUTION FND		
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CARRIE L PAETSCH DBA NORTH COUNTRY SERVICES	LEGAL SERVICES ACH PMT NO. - 80056055	1,637.52
CRAIG MEIDL OR JUSTIN LUNDGREN CRAIG MEIDL TRUSTEE	CONFIDENTIAL FUNDS CHECK NO. - 00554174	7,000.00
LARRY H MILLER TOYOTA LEXIS SPOKANE	VEHICLES CHECK NO. - 00554172	24,900.00
SPOKANE COUNTY SUPERIOR COURT	LEGAL SERVICES CHECK NO. - 00554416	492.00
SPOKANE COUNTY TITLE CO	LEGAL SERVICES ACH PMT NO. - 80056074	1,146.76
SPOKANE POLICE FOUNDATION	CONTRACTUAL SERVICES ACH PMT NO. - 80056080	16,762.43
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		51,938.71
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HONORABLE MAYOR AND COUNCIL MEMBERS		10/29/18 PAGE 14
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
1620 - PUBLIC SAFETY & JUDICIAL GRANT		
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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	624.47
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80056075	28,710.43
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	180.99
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00554672	1,300.95
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		30,816.84
		-----
1630 - COMBINED COMMUNICATIONS CENTER		
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AMELIA ALBERTS	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00554613	317.19
AMELIA ALBERTS	PER DIEM CHECK NO. - 00554613	140.00
AT&T MOBILITY	CELL PHONE CHECK NO. - 00554390	54.60
CENTURYLINK	TELEPHONE CHECK NO. - 00554393	256.25
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80055902	316.86

DR LOUIS C SOWERS	MEDICAL SERVICES ACH PMT NO. - 80056073	500.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	1,558.60
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554659	1,126.68
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80056058	136.00
SPOKANE COUNTY TREASURER	CELL PHONE ACH PMT NO. - 80055935	1,053.83
SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80055935	1,130.06
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	4,636.35
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80055940	68.62

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/29/18  
PAGE 15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80055940	80.02
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00554672	1,047.10
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		12,422.16

1640 - COMMUNICATIONS BLDG M&O FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80055895	8,554.14
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80055895	268.89
CAMTEK INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80056009	489.60
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80055873	4,323.03
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80055874	2,035.00
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00554414	2,003.46
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		17,674.12

1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
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% FIRST NATIONAL BANK OF MD	CHECK NO. - 00554656	735.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00554667	3,587.99

TOTAL FOR 1680 - CD/HS OPERATIONS	-----	4,322.99
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1910 - CRIMINAL JUSTICE ASSISTANCE FD

WA STATE DEPT OF CORRECTIONS	STATE OF WASHINGTON	
SPOKANE WORK CREW	ACH PMT NO. - 80055989	656.00

TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD	-----	656.00
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1970 - FIRE/EMS FUND

ALPHA WIRELESS AUTOMATION	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80055994	494.00

HONORABLE MAYOR	10/29/18
AND COUNCIL MEMBERS	PAGE 16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80055996	296.20
ARROW INTERNATIONAL	SAFETY SUPPLIES	
	ACH PMT NO. - 80055894	5,624.64
AT&T	CELL PHONE	
	CHECK NO. - 00554389	15.00
AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00554390	703.48
AT&T MOBILITY	IT/DATA SERVICES	
	CHECK NO. - 00554390	476.24
AT&T MOBILITY	MINOR EQUIPMENT	
	CHECK NO. - 00554390	841.80
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80055895	18,263.58
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80055895	1,712.98
BENJAMIN OLBERDING	CLOTHING	
	ACH PMT NO. - 80056110	126.96
BOUND TREE MEDICAL LLC	SAFETY SUPPLIES	
	CHECK NO. - 00554616	2,756.74
BRIDGESTONE AMERICAS INC	VEHICLE REPAIRS/MAINT	
dba GCR TIRES & SERVICE	ACH PMT NO. - 80055957	94.32
CAMTEK INC	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80056009	852.60
CDW GOVERNMENT INC	PERIPHERAL EQUIPMENT	
	ACH PMT NO. - 80055958	980.08
CENTURYLINK	TELEPHONE	

	CHECK NO. - 00554393	320.26
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80055960	13,558.55
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80055873	1,548.51
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80055902	1,210.46
CW NIELSEN MFG CORP	CLOTHING ACH PMT NO. - 80055904	1,077.12
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80055905	8.96
DOBBS HEAVY DUTY HOLDINGS LLC DBA WESTERN TRUCK CENTER	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80055990	217.87

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/29/18  
PAGE 17

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DONALD D WALLER	LODGING ACH PMT NO. - 80056116	254.46
DONALD D WALLER	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80056116	177.87
DONALD D WALLER	PER DIEM ACH PMT NO. - 80056116	114.00
ENVIRONMENT CONTROL OF SPOKANE	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80055909	500.00
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80055874	2,340.00
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80055965	134.91
FASTENAL CO	MINOR EQUIPMENT ACH PMT NO. - 80056030	140.48
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80056030	1,567.08
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80056030	207.58
FRANCIS AVENUE HARDWARE dba ACE ON FRANCIS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80055968	70.26
GALLS LLC	CLOTHING ACH PMT NO. - 80056032	156.64
GALLS LLC	MINOR EQUIPMENT ACH PMT NO. - 80055969	2,393.60
GRANITE PETROLEUM PO BOX 6167	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00554399	35.00
HARRY G LOCHRIDGE	REGISTRATION/SCHOOLING ACH PMT NO. - 80056107	159.00
HYLAND SOFTWARE INC	SOFTWARE MAINTENANCE	



	ACH PMT NO. - 80056041	117.04
HYLAND SOFTWARE INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80056041	1,329.98
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	10,678.20
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554659	41,813.12
JAMES J SCHAFFER	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80056113	62.23
L N CURTIS & SONS	CLOTHING ACH PMT NO. - 80056047	400.49

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/29/18  
PAGE 18

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

L N CURTIS & SONS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80055922	342.72
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80056047	20,649.70
L N CURTIS & SONS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80056047	1,693.85
M SCHRODER LLC DBA ROUSE'S TOWING & RECOVERY	TOWING EXPENSE ACH PMT NO. - 80055932	143.15
MICHAEL MAYCUMBER DBA CORKYS RADIATOR SHOP	VEHICLE REPAIRS/MAINT CHECK NO. - 00554394	2,320.71
MOLESWORTH ENTERPRISES INC DBA ATLANTIS AQUATICS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80055999	306.91
MOTOR WORKS INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00554628	363.18
MOTOR WORKS INC	VEHICLE REPAIRS/MAINT CHECK NO. - 00554628	582.36
MULTICARE DEACONESS HOSPITAL	SAFETY SUPPLIES CHECK NO. - 00554396	2,272.50
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	CLOTHING ACH PMT NO. - 80056051	13,855.81
NORCO INC	SAFETY SUPPLIES ACH PMT NO. - 80055978	732.61
NW EMERGENCY VEHICLE GRAPHICS	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80055928	201.28
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80056058	4,593.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80056058	0.00
PATRIOT FIRE PROTECTION ATTN: DEBBIE TUNISON	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00554625	35.00
REX STRICKLAND	PERSONAL PROTECTIVE EQUIPMENT	

	ACH PMT NO. - 80056114	280.77
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00554414	1,288.42
SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80056077	7,283.17
SPOKANE PRO CARE INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80056081	384.06
STERICYCLE INC STERICYCLE OF WA (BC)	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80056084	1,684.44

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/29/18  
PAGE 19

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

THE MALLORY CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80055923	231.25
THE MEN'S WEARHOUSE INC	CLOTHING ALTERATIONS & REPAIRS CHECK NO. - 00554627	65.28
UNIFIRE POWER BLOWERS INC c/o TRIUMPH BUSINESS CAPITAL	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80055939	304.64
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	23,007.52
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80055940	1,890.18
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80055940	4,942.63
WA FINE WINE & SPIRITS, LLC 6600 ROCKLEDGE DR, STE 150	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00554626	19.00
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF I CHECK NO. - 00554672	16.02
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00554672	144,782.47
WILDROSE LTD dba WILDROSE GRAPHICS	CLOTHING ACH PMT NO. - 80056102	1,296.03
XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80056104	34.30

TOTAL FOR 1970 - FIRE/EMS FUND

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349,435.25

3200 - ARTERIAL STREET FUND

AVISTA CORPORATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80055955	16,000.00
CAMERON-REILLY LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80055898	7,810.14
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80055916	2,509.16
MURPHY BROTHERS INC	CONSTRUCTION OF FIXED ASSETS	

	ACH PMT NO. - 80055877	58,771.54
SIMPSON ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80055933	17,019.55
TOOLE DESIGN GROUP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80056157	2,763.00
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80055988	875.91

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/29/18  
PAGE 20

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 3200 - ARTERIAL STREET FUND		----- 105,749.30
4100 - WATER DIVISION		
ACTION MATERIALS	PAVING REPAIRS/MAINTENANCE ACH PMT NO. - 80055951	3,402.87
ATLAS ELECTRIC INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80055954	4,950.40
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80055902	245.57
CORE & MAIN LP	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80055971	1,784.32
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80055966	427.45
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80055967	27.01
GENESIS MARKETING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80056033	800.00
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80055972	541.61
HORIZON DISTRIBUTORS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80055915	119.71
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	8,055.00
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80056044	1,210.96
NEPTUNE TECHNOLOGY GROUP INC	MINOR EQUIPMENT ACH PMT NO. - 80055977	6,584.80
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80055927	34.47
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80056060	1,537.78
RAY TURF FARMS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80056066	124.03
SPOKANE CITY TREASURER OR	DEPOSIT-SALES TAX	

WASH STATE DEPT OF REVENUE	CHECK NO. - 00554173	172.34
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00554173	253,877.06
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	31,418.32

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/29/18  
PAGE 21

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4100 - WATER DIVISION	----- 315,313.70
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4250 - INTEGRATED CAPITAL MANAGEMENT

BRANDON BLANKENAGEL	LODGING CHECK NO. - 00554391	684.29
BRANDON BLANKENAGEL	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00554391	59.50
BRANDON BLANKENAGEL	PER DIEM CHECK NO. - 00554391	4.00
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80055875	63,390.57
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80055916	1,172.80
HOLT SERVICES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80055876	49,450.32
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	800.00
INGA M NOTE	LODGING ACH PMT NO. - 80056109	684.29
INGA M NOTE	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80056109	101.50
KARA HEATHERLY	LOCAL MILEAGE ACH PMT NO. - 80056106	47.96
MARCIA DAVIS	LODGING ACH PMT NO. - 80055947	425.36
MARCIA DAVIS	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80055947	177.67
MARCIA DAVIS	PER DIEM ACH PMT NO. - 80055947	21.00-
MICHAEL TERRELL LANDSCAPE ARCHITECTURE PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80056138	286.50
MURPHY BROTHERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80055877	8,326.84
MURRAYSMITH INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80056139	8,027.85
RED DIAMOND CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS	

	ACH PMT NO. - 80055878	130,402.90
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00554173	48,600.49

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/29/18  
PAGE 22

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TRINDERA ENGINEERING	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80056158	2,041.25
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	3,172.13
WA STATE DEPT/TRANSPORTATION	CAPITALIZED RENTS/LEASES ACH PMT NO. - 80056164	3,424.87
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80055988	2,689.17
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		323,949.26

4310 - SEWER MAINTENANCE DIVISION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80056001	2,244.77
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80056001	106.26
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80055960	5,837.22
COFFMAN ENGINEERS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80055900	1,853.94
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80056018	643.48
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	2,500.00
MICHAEL EGGERS	PERMITS/OTHER FEES CHECK NO. - 00554397	75.00
NORTHWEST CENTER SERVICES DBA ARGUS JANITORIAL LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80055871	894.24
PRORATE AND FUEL TAX DEPT OF LICENSING	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00554421	2,099.11
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00554173	66,947.58
STELLAR INDUSTRIAL SUPPLY INC	SAFETY SUPPLIES CHECK NO. - 00554633	113.46-
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	8,509.93
WILLIAM R PEACOCK	LODGING ACH PMT NO. - 80056112	760.01
WILLIAM R PEACOCK	OTHER TRANSPORTATION EXPENSES	

ACH PMT NO. - 80056112

432.30

HONORABLE MAYOR  
AND COUNCIL MEMBERS10/29/18  
PAGE 23

## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WILLIAM R PEACOCK	PER DIEM	
	ACH PMT NO. - 80056112	224.00

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION

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93,014.384320 - RIVERSIDE PARK RECLAMATION FAC  
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AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80055895	96,961.19
CENTURYLINK	TELEPHONE CHECK NO. - 00554393	60.33
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80056014	3,079.04
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80055901	160.13
EUROFINS FRONTIER GLOBAL SCIENCES INC	TESTING SERVICES ACH PMT NO. - 80056132	6,317.50
FERGUSON ENTERPRISES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80056031	1,975.81
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	5,545.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80056043	6,692.83
INLAND ENVIRONMENTAL RESOURCES INC	OPERATING SUPPLIES ACH PMT NO. - 80056043	6,771.17
JONI MEYER	PERMITS/OTHER FEES ACH PMT NO. - 80056108	50.00
JOSHUA WILLIAMS	PERMITS/OTHER FEES CHECK NO. - 00554640	150.00
NORCO INC	MINOR EQUIPMENT ACH PMT NO. - 80056140	3,929.43
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80056059	6,258.01
PHENOVA INC	OPERATING SUPPLIES ACH PMT NO. - 80056063	378.00
PRORATE AND FUEL TAX DEPT OF LICENSING	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00554422	735.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00554173	35,104.60
STELLAR INDUSTRIAL SUPPLY INC	SAFETY SUPPLIES CHECK NO. - 00554633	755.69



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TESTAMERICA LABORATORIES INC	TESTING SERVICES ACH PMT NO. - 80056086	1,522.50
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80056090	4,213.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	23,148.60
XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80056104	129.45
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		203,937.78
4330 - STORMWATER		
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80056001	417.99
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80056001	27.10
COLUMBIA FORD INC	VEHICLES ACH PMT NO. - 80056015	73,859.43
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	1,375.00
RYAN FORNEY	PERMITS/OTHER FEES CHECK NO. - 00554621	75.00
TESTAMERICA LABORATORIES INC	TESTING SERVICES ACH PMT NO. - 80056086	202.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	4,394.60
TOTAL FOR 4330 - STORMWATER		80,351.62
4360 - ENVIRONMENTAL PROGRAMS		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	225.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	737.66
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		962.66
4480 - SOLID WASTE FUND		
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00554173	1,711.77

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4480 - SOLID WASTE FUND		1,711.77
-----		
4490 - SOLID WASTE DISPOSAL		
-----		
ACCUCON INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00554612	6,376.77
BROADWAY TRUCK STOP/DIV OF ALSAKER CORP	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00554617	161.52
CENTURYLINK	TELEPHONE CHECK NO. - 00554505	54.15
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80055959	10,671.19
DIAMOND TECHNOLOGIES INNOVATIONS, DTI	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80055906	5,928.87
DIVCO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056022	4,605.61
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80055908	1,196.85
ELJAY OIL CO INC	OPERATING SUPPLIES ACH PMT NO. - 80056024	688.00
EMPIRE BOILER	MACHINERY/EQUIPMENT ACH PMT NO. - 80056131	51,900.00
ERIC S ZAAS	LOCAL MILEAGE ACH PMT NO. - 80056117	13.63
EXCHANGE PUBLISHING	ADVERTISING ACH PMT NO. - 80056029	132.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80056030	867.95
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80056030	1,091.24
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80056030	563.47
FASTENAL CO	SAFETY SUPPLIES ACH PMT NO. - 80056030	17.94
GRAYMONT CAPITAL INC.	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80056037	32,420.66
HELFRICH BROTHERS BOILER WORKS	CONTRACTUAL SERVICES ACH PMT NO. - 80056039	19,621.90
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	3,490.00

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/29/18  
PAGE 26

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JOEL OSBORNE

PERSONAL PROTECTIVE EQUIPMENT

	CHECK NO. - 00554630	150.00
KELLE VIGELAND	PER DIEM ACH PMT NO. - 80056115	23.00
KNIGHT CONSTRUCTION & SUPPLY INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80056046	186,136.13
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80056054	52.72
PAPE MACHINERY INC	VEHICLES ACH PMT NO. - 80056062	41,994.35
SCOTT K WINDSOR	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00554641	30.05
SCOTT K WINDSOR	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00554641	99.95
SCOTT K WINDSOR	PER DIEM CHECK NO. - 00554641	23.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00554173	16,529.37
SPOKANE PRO CARE INC	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80056081	261.12
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80055938	1,258.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	17,518.64
VYANET OPERATIONS GROUP dba ALLIED FIRE & SECURITY	CONTRACTUAL SERVICES ACH PMT NO. - 80055993	1,020.54
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		404,898.62

4500 - SOLID WASTE COLLECTION

CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80055959	18,633.01
GALLOWAY PROPERTY MAINT INC	SNOW REMOVAL SERVICES CHECK NO. - 00554654	4,630.48
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	4,895.00
PRORATE AND FUEL TAX DEPT OF LICENSING	FUEL CHECK NO. - 00554420	28,812.07
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00554173	63,547.15

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/29/18  
PAGE 27

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY TREASURER	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80055983	110,325.31
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS ( CITY )	CHECK NO. - 00554667	19,715.51
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES CHECK NO. - 00554642	121,547.95
WM RECYCLE AMERICA LLC	SALE OF RECYCLING MATERIALS CHECK NO. - 00554642	45,592.38-
TOTAL FOR 4500 - SOLID WASTE COLLECTION		326,514.10
4600 - GOLF FUND		
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80055895	31.83
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	437.20
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	3,882.71
TOTAL FOR 4600 - GOLF FUND		4,351.74
4700 - DEVELOPMENT SVCS CENTER		
ADT LLC 16810 E EUCLID	PERMIT REFUNDS PAYABLE CHECK NO. - 00554410	80.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	2,529.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	10,450.37
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		13,059.37
5100 - FLEET SERVICES FUND		
ADVANCE AUTO PARTS	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00554388	107.77
BATTERY SYSTEMS INC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80056004	144.19
BECKER BUICK-GMC INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00554615	92.48
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80055897	1,110.62
HONORABLE MAYOR AND COUNCIL MEMBERS		10/29/18 PAGE 28
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
CHEVRON USA INC	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00554620	1,590.62
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80056013	40,089.92
CLEAN ENERGY INC	CONTRACTUAL SERVICES	

	ACH PMT NO. - 80056127	34,233.33
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056128	6,711.32
CUMMINS NORTHWEST LLC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80056020	1,529.92
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80056020	237.24
D & W SUPPLIES INC D & W TIRE DEALERS SUPPLIES	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00554395	278.68
DOBBS HEAVY DUTY HOLDINGS LLC DBA WESTERN TRUCK CENTER	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80056099	5,691.61
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056028	533.12
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056034	3,921.88
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80056034	1,077.44
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80056034	139.51
HASKINS STEEL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80056038	52.44
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	1,715.00
KELLOGGS SERVICE & TOWING	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00554623	498.20
KENWORTH SALES COMPANY	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80056045	1,552.19
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80056045	730.13
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80055924	29.57
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80056050	904.46
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80056052	461.53

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/29/18  
PAGE 29

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80056052	180.83
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056057	337.19
OWEN EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80055929	9,902.98
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE	

	ACH PMT NO. - 80056061	1,262.72
PACWEST MACHINERY LLC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80056061	7,431.04
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056062	3,671.51
PAPE MACHINERY INC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80056062	3,046.40
PETROCARD SYSTEMS INC PACIFIC PRIDE	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00554631	41.16
RWC INTERNATIONAL LTD	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056067	2,376.62
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00554413	418.01
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056072	7,825.35
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80055934	436.49
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80055934	47.48
SPOKANE CRANE & MACHINERY MOVERS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056076	783.36
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80056078	257.72
THERMO KING NORTHWEST	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00554634	2,397.57
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056156	47,520.60
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	6,684.02
WA STATE DEPT OF REVENUE OR CITY OF SPOKANE	DEPOSIT-SALES TAX CHECK NO. - 00554191	417.67
WASHINGTON AUTO CARRIAGE FABRICATION & TRUCK EQUIP INC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80056095	2,490.57

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/29/18  
PAGE 30

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00554639	3,566.41
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80056100	642.96
WHITE BEAR WEST INC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80056101	234.62
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80056103	7,555.46

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TOTAL FOR 5100 - FLEET SERVICES FUND 212,961.91

5110 - FLEET SVCS EQUIP REPL FUND

PACWEST MACHINERY LLC RENTAL EQUIPMENT  
ACH PMT NO. - 80055931 41,637.87

TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND 41,637.87

5200 - PUBLIC WORKS AND UTILITIES

DELL MARKETING LP OFFICE SUPPLIES  
%DELL USA LP ACH PMT NO. - 80056021 356.79

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00554656 880.00

MARLENE C FEIST LODGING  
ACH PMT NO. - 80055948 313.91

MARLENE C FEIST PER DIEM  
ACH PMT NO. - 80055948 23.00

SPOKANE CITY TREASURER OR EXTERNAL TAXES/OPER ASSESSMT  
WASH STATE DEPT OF REVENUE CHECK NO. - 00554173 788.33

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00554667 3,058.50

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES 5,420.53

5300 - IT FUND

CERIUM NETWORKS INC MINOR EQUIPMENT  
ACH PMT NO. - 80056011 1,361.01

DLT SOLUTIONS LLC SOFTWARE MAINTENANCE  
dba DLT SOLUTIONS ACH PMT NO. - 80056023 1,865.75

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00554656 2,771.00

HONORABLE MAYOR 10/29/18  
AND COUNCIL MEMBERS PAGE 31

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTHWEST VITAL RECORDS ALARM/SECURITY SERVICES  
CENTER INC ACH PMT NO. - 80056056 612.50

PRO MECHANICAL SERVICES INC HARDWARE MAINTENANCE  
ACH PMT NO. - 80056064 1,221.01

SHI CORP SOFTWARE (NONCAPITALIZED)  
ACH PMT NO. - 80056071 49,882.62

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00554667 13,064.80

VERTIV SERVICES INC HARDWARE MAINTENANCE  
ACH PMT NO. - 80056025 9,784.15

WESLEY HOWARD MORRIS ADVISORY TECHNICAL SERVICE

DBA MORRIS NETWORK CONTRACTING	ACH PMT NO. - 80056096	1,710.00
TOTAL FOR 5300 - IT FUND		82,272.84
5400 - REPROGRAPHICS FUND		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	180.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	620.66
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80056098	3,667.38
TOTAL FOR 5400 - REPROGRAPHICS FUND		4,468.04
5500 - PURCHASING & STORES FUND		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	409.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	1,377.17
TOTAL FOR 5500 - PURCHASING & STORES FUND		1,786.17
5600 - ACCOUNTING SERVICES		
BANK OF NEW YORK MELLON CORPORATE TRUST DEPARTMENT	BANK FEES ACH PMT NO. - 80055896	250.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	2,212.06
KIMBERLY K ORLOB	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80056111	82.40
HONORABLE MAYOR AND COUNCIL MEMBERS		10/29/18 PAGE 32
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80056049	808.94
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	7,282.30
WASHINGTON FINANCE OFFICERS ASSN	REGISTRATION/SCHOOLING CHECK NO. - 00554637	110.00
TOTAL FOR 5600 - ACCOUNTING SERVICES		10,745.70
5700 - MY SPOKANE		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	420.00
SPOKANE INT'L TRANSLATION/DIV	INTERPRETER COSTS	

OF PERCIBA INC	ACH PMT NO. - 80056079	30.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00554667	1,832.61
		-----
TOTAL FOR 5700 - MY SPOKANE		2,282.61
5800 - RISK MANAGEMENT FUND		
-----		
US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO. - 80055986	38,211.07
		-----
TOTAL FOR 5800 - RISK MANAGEMENT FUND		38,211.07
5810 - WORKERS' COMPENSATION FUND		
-----		
AMY BLACK	LOCAL MILEAGE	
	ACH PMT NO. - 80056105	36.52
EQUIAN LLC	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80056026	2,338.12
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00554656	360.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00554667	1,451.29
VENTIV TECHNOLOGY INC	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80056092	97.50
		-----
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		4,283.43
5820 - UNEMPLOYMENT COMPENSATION FUND		
-----		
HONORABLE MAYOR		10/29/18
AND COUNCIL MEMBERS		PAGE 33
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00554656	11.24
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00554667	34.61
		-----
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		45.85
5830 - EMPLOYEES BENEFITS FUND		
-----		
AMY BLACK	LOCAL MILEAGE	
	ACH PMT NO. - 80056105	58.86
AMY BLACK	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80055946	48.97
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00554656	245.00
KAISER FOUNDATION HEALTH PLAN	INSURANCE CLAIMS	

OF WASHINGTON	ACH PMT NO. - 80056134	151,138.27
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80055979	222,564.59
SPOKANE FIRE FIGHTERS BENEFIT TRUST	INSURANCE PREMIUMS ACH PMT NO. - 80056150	673,246.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	821.37
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80056166	3,041.19
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80056166	30,411.94
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		1,081,576.19
5900 - ASSET MANAGEMENT FUND OPS		
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80055998	273.85
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	425.00
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00554638	310.08
NORTHWEST CENTER SERVICES DBA ARGUS JANITORIAL LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80055893	296.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	2,098.89
HONORABLE MAYOR AND COUNCIL MEMBERS		10/29/18 PAGE 34
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		3,403.82
5901 - ASSET MANAGEMENT FUND CAPITAL		
CERIUM NETWORKS INC	MINOR EQUIPMENT ACH PMT NO. - 80056011	7,363.91
INDUSTRIAL COMMUNICATIONS SALES & SERVICE CO	VEHICLES ACH PMT NO. - 80056042	4,084.82
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		11,448.73
6080 - POLICE PENSION FUND		
US BANK TRUST NA OR CITY OF SPOKANE	PURCHASE OF INVESTMENTS ACH PMT NO. - 80055881	45,000.00
TOTAL FOR 6080 - POLICE PENSION FUND		45,000.00

## 6100 - RETIREMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00554656	260.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00554667	789.23
TOTAL FOR 6100 - RETIREMENT		1,049.23

## 6200 - FIREFIGHTERS' PENSION FUND

DANIEL TAYLOR	SERVICE REIMBURSEMENT CHECK NO. - 00554189	23.87
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00554180	25,885.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00554180	6,758.00
GN HEARING CARE CORPORATION DBA BELTONE	SERVICE REIMBURSEMENT CHECK NO. - 00554182	5,500.00
JOHN HARDING	SERVICE REIMBURSEMENT CHECK NO. - 00554183	219.47
LEONARD J VANDERBOSCH MD	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80055987	175.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80055979	4,168.01
HONORABLE MAYOR AND COUNCIL MEMBERS		10/29/18 PAGE 35

## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

RESCARE WASHINGTON INC DBA RESCARE HOMECARE	SERVICE REIMBURSEMENT CHECK NO. - 00554185	513.00
RIVERVIEW CARE CENTER	SERVICE REIMBURSEMENT CHECK NO. - 00554186	12,586.00
RIVERVIEW CARE CENTER	SERVICE REIMBURSEMENT CHECK NO. - 00554186	212.51
ROBERT GARRISON	SERVICE REIMBURSEMENT CHECK NO. - 00554181	2,000.00
SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00554187	3,475.00
SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00554187	2,000.00
SPOKANE EAR NOSE & THROAT CLINIC PS	SERVICE REIMBURSEMENT CHECK NO. - 00554188	45.00
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	SERVICE REIMBURSEMENT ACH PMT NO. - 80056166	7,151.00
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		70,711.86

## 6300 - POLICE PENSION

FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00554180	8,960.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00554180	975.00
LEONARD J VANDERBOSCH MD	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80055987	175.00
LOUIS VELA	SERVICE REIMBURSEMENT CHECK NO. - 00554190	165.00
MANITO CAPITAL LLC DBA FAMILY HOME CARE	SERVICE REIMBURSEMENT ACH PMT NO. - 80055887	5,306.88
MORAN VISTA SENIOR LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00554184	8,900.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80055979	9,019.62
SUNSHINE HEALTH FACILITIES INC dba SUNSHINE GARDENS	SERVICE REIMBURSEMENT ACH PMT NO. - 80055888	10,230.00
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	SERVICE REIMBURSEMENT ACH PMT NO. - 80056166	6,560.00
TOTAL FOR 6300 - POLICE PENSION		50,291.50

HONORABLE MAYOR  
AND COUNCIL MEMBERS10/29/18  
PAGE 36

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 6730 - PARKING &amp; BUSINESS IMPROV DIST

AIRPOL LLC/KOA VENTURES LLC 108 N WASHINGTON ST #305	SPECIAL ASSESSMENT PRIN (CURR) CHECK NO. - 00554401	15.96
MUV FITNESS PO BOX 1756	SPECIAL ASSESSMENT PRIN (CURR) CHECK NO. - 00554402	20.00
TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST		35.96

## 6960 - SALARY CLEARING FUND NEW

AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	AFLAC ACH PMT NO. - 80056119	25,501.70
CALIFORNIA STATE DISBURSEMENT UNIT	CA STATE DISBURSEMENT UNIT CHECK NO. - 00554649	936.14
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00554648	305.50
DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER, TRUSTEE CHECK NO. - 00554650	1,034.04
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80056129	120.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80056130	22.50



EMPLOYMENT SECURITY DEPT BENEFIT PAYMENT CONTROL	EMPLOYMENT SECURITY DEPT CHECK NO. - 00554652	205.26
FAMILY SUPPORT REGISTRY	FAMILY SUPPORT REGISTRY (CO) CHECK NO. - 00554653	507.67
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00554655	878.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00554656	235,750.16
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00554656	9,719.19
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00554657	59,722.70
IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00554658	37.50
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00554659	67,802.79
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00554671	1,065.82

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/29/18  
PAGE 37

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80056136	42.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80056137	2,846.60
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00554661	277.33
OFFICE OF CHILD SUPPORT ENFORCEMENT	AR OCSE CLEARINGHOUSE CHECK NO. - 00554663	55.20
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00554662	273.50
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00554664	15.35
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80056135	604.00
PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00554665	459.10
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80056143	5,012.42
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80056143	9,612.16
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80056122	51,354.17
SPOKANE FIRE FIGHTERS BENEFIT	BENEFIT SOLUTIONS MEDSFO EE	

TRUST	ACH PMT NO. - 80056122	2,814.48
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE BENEFIT TRUST-VOL LIFE ACH PMT NO. - 80056123	2,351.80
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80056146	907.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80056147	3,457.50
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80056151	604.65
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80056149	27,594.21
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80056148	105.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80056154	440.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80056155	280.00

HONORABLE MAYOR  
AND COUNCIL MEMBERS

10/29/18  
PAGE 38

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E) ACH PMT NO. - 80056152	13,183.31
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD ACH PMT NO. - 80056152	264.00
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE ACH PMT NO. - 80056152	2,836.80
SUPPORT PAYMENT CLEARINGHOUSE	DEPT OF ECONOMIC SECURITY CHECK NO. - 00554651	257.50
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00554666	12.50
UNITED WAY	UNITED WAY ACH PMT NO. - 80056159	1,357.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FICA WITHHOLDING-CITY CHECK NO. - 00554667	254,935.78
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FIT WITHHOLDING-CITY CHECK NO. - 00554667	654,100.09
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	MEDI WITHHOLDING-CITY CHECK NO. - 00554667	99,114.59
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00554668	1,258.50
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80056163	27,698.47
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00554670	16,965.81
WASHINGTON LEOFF	DEPT OF RET SYS-LEOFF 2	

DEPT OF RETIREMENT SYSTEMS	CHECK NO. - 00554672	466,423.19
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00554673	924.50
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		----- 2,052,047.98
TOTAL CLAIMS		----- 7,107,165.15

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 43

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 10/29/18  
TIME: 08:17  
PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00554172	LARRY H MILLER TOYOTA LEXIS	24,900.00		
00554173	SPOKANE CITY TREASURER OR	487,278.69		
00554174	CRAIG MEIDL OR JUSTIN LUNDGR	7,000.00		
00554175	AMERICAN SPRAY SERVICE INC			850.00
00554176	ANGELA ANDERSON			48.00
00554177	KASSANDRA COLEMAN			6.00
00554178	KRISTI GAILEY			96.00
00554179	TARA KNIGHT			168.00
00554180	FAIRWINDS SPOKANE LLC	42,578.00		
00554181	ROBERT GARRISON	2,000.00		
00554182	GN HEARING CARE CORPORATION	5,500.00		
00554183	JOHN HARDING	219.47		
00554184	MORAN VISTA SENIOR LIVING	8,900.00		
00554185	RESCARE WASHINGTON INC	513.00		
00554186	RIVERVIEW CARE CENTER	12,798.51		
00554187	SNOW PEAK 1 LIBERTY LAKE REA	5,475.00		
00554188	SPOKANE EAR NOSE & THROAT	45.00		
00554189	DANIEL TAYLOR	23.87		
00554190	LOUIS VELA	165.00		
00554191	WA STATE DEPT OF REVENUE	417.67		
00554192	WA STATE DEPT OF REVENUE		158.86	
00554193	MARISOL GARZA			48.00
00554194	ANDREA GILLIAM			96.00
00554195	KATHERINE GIRARDOT PUTNAM			48.00
00554196	ANGELA GODLEY			60.00
00554197	CAMBRIA GRAHAM			108.00
00554198	BRITTLYN GREELEY			48.00
00554199	TAMARA GRIM			48.00
00554200	NATALIE GROSSER			48.00
00554201	ANGIE GRUNTE			6.00
00554202	BRIGITTE GUIDICE			6.00
00554203	JULIANN HAFLEY			6.00
00554204	JOYCE HAIAR			129.00
00554205	JOYCE HAIAR			144.00
00554206	TARA HALL			48.00
00554207	MCKENNA HAMAN			48.00
00554208	CHRISTINE HAPA			48.00
00554209	KATIE HARBOUR			48.00
00554210	EMILY HARPER			54.00
00554211	CLAUDIA HARRIS			240.00
00554212	KRISTA HASTINGS			48.00
00554213	CHRISTINE HAUCK			48.00
00554214	ELISE HAWORTH			48.00
00554215	KARI HEDRICK			40.00
00554216	JON HEIDEMAN			6.00
00554217	WILLIAM HEINZ			48.00
00554218	ALODIA HELBLEY			42.00
00554219	ALODIA HELBLEY			6.00
00554220	LARA HEMINGWAY			96.00
00554221	RACHEL HENDRICKSON			12.00
00554222	MICHELLE HENNEBERRY			12.00
00554223	RAN HENRY			12.00
00554224	DANA HILL			60.00

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 10/29/18  
TIME: 08:17  
PAGE: 2

RUN NO: 43

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00554225	STEPHANIE HOKANSON			144.00
00554226	HEATHER HOMCHICK			48.00
00554227	SARAH HOWARD			12.00
00554228	AUTUMN HOYER			12.00
00554229	KARI HUDSON			48.00
00554230	RACHEL HUDSON			6.00
00554231	KATELYN HUNT			12.00
00554232	HEATHER HUNTOON			12.00
00554233	JOSEPH INDAHL			96.00
00554234	AMY ISAKSON			48.00
00554235	SCOTT JACOBSON			6.00
00554236	DIANA JANACHEK			12.00
00554237	GRACE JOHNS			6.00
00554238	ERICA JOHNSON			48.00
00554239	FRANCES JONES			48.00
00554240	SIMONE KAHMEYER			6.00
00554241	STEPHANIE KAPIKO			12.00
00554242	GLENDA KAPPEN			48.00
00554243	BRIDGID KARDONG			96.00
00554244	APRIL KELLY			48.00
00554245	JESSICA KENLEIN			48.00
00554246	NAOMI KIBBE			96.00
00554247	ELIZABETH KILLIAN			6.00
00554248	JEFF KLEIN			48.00
00554249	CHELSEY KOCHER			6.00
00554250	ELLIOTT KOLBE			144.00
00554251	JANESSA KORCHEMNY			52.50
00554252	KERI KRAMAR			48.00
00554253	NADIA KURAKIN			6.00
00554254	ELIZABETH KURLE			48.00
00554255	DOREEN LADUM			96.00
00554256	RENE LANE			48.00
00554257	DANETTE LANET			42.00
00554258	FINN LAPOINTE			12.00
00554259	ADRIANNE LARA			6.00
00554260	PAMELA LARRATT			6.00
00554261	WHITNEY LATHEN			6.00
00554262	HEATHER LAU			6.00
00554263	AMY LAVIN			48.00
00554264	TAMMY LEASE			42.00
00554265	BROOKE LEDEBOER			54.00
00554266	TERRI LEFORS			48.00
00554267	ASHLEY LEPIST			6.00
00554268	JASON LESLEY			48.00
00554269	KATHRYN LICHFIELD			6.00
00554270	ALMA LIGOURI			6.00
00554271	EMILY LING			6.00
00554272	KATHY LIPSKER			6.00
00554273	TINA LUERSSEN			12.00
00554274	AMY LUTZ			48.00
00554275	SHARON MACALALAD			6.00
00554276	HEIDI MARENDIUK			48.00
00554277	ANGELA MARINOVICH			6.00

REPORT: PG3640

SYSTEM: FMSAP

USER: MANAGER

RUN NO: 43

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 10/29/18

TIME: 08:17

PAGE: 3

CHECK #	VENDOR	CITY	LIBRARY	PARKS
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00554278	ELISA MARRA	48.00
00554279	DAWN MARRAZZO	6.00
00554280	KELSEY MARTIN	12.00
00554281	LESLIE MARTIN	18.00
00554282	LUELLE MASSOUD	12.00
00554283	BETH MATHIS	6.00
00554284	BRITANY MATHISEN	12.00
00554285	SUMITRA MATSON	6.00
00554286	AMY MCCAFFREE	12.00
00554287	KIMBERLY MCCANN	12.00
00554288	TARA MCCOLLUM	40.00
00554289	SEAN MCCONNELL	6.00
00554290	SHANE (WILLIAM) MCCROREY	12.00
00554291	MARY LEE MCJIMSEY	6.00
00554292	SEANIE MCKINNEY	12.00
00554293	JODI MCMAHON	30.00
00554294	STEPHENIE MCWALTERS	6.00
00554295	KATIE MERRITT	48.00
00554296	JOSHUA MESSINGER	48.00
00554297	TRICIA METTLER	12.00
00554298	KERRIE MILES	48.00
00554299	CHRIS MILLER	96.00
00554300	SOPHIA MILLER	48.00
00554301	DAVID MIRABELL	48.00
00554302	DAVID MIRABELL	48.00
00554303	BRAYDEN MOORE	60.00
00554304	JODEE MORELLI	144.00
00554305	AMY MOREY	96.00
00554306	TIM MORGAN	156.00
00554307	MACKENZIE MUNCK	18.00
00554308	ANN MURPHY	12.00
00554309	YSABEL MYERS	48.00
00554310	DELANA NEWELL	6.00
00554311	NICOLE NICHOLS	48.00
00554312	ERICA NITCHMAN	60.00
00554313	ABIGAIL OBERMILLER	6.00
00554314	ABBY OLESEN	48.00
00554315	JENNIFER OLSON	144.00
00554316	JULIE ORCUTT	6.00
00554317	CHRISTIAN ORDNER	6.00
00554318	VICTORIA OVERFIELD	48.00
00554319	EDWARD PACE	48.00
00554320	SANDY PARADISO	6.00
00554321	CHRISTINE PARKER	96.00
00554322	DANA PARSO-KLLBURG	96.00
00554323	MICHELE PASMA	48.00
00554324	KAYLEY PEACOCK	6.00
00554325	GEOFF PEARMAN	6.00
00554326	LUCIA PEIXOTO	12.00
00554327	LOGAN PENAR	6.00
00554328	SOPHIA PERCIVAL	6.00
00554329	NEAL PETERS	6.00
00554330	JOYCE PETERSCHICK	48.00

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 43

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 10/29/18  
TIME: 08:17  
PAGE: 4

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00554331	JOYCE PETERSCHICK			48.00
00554332	HEIDI PETERSON			40.00

00554333	GRACE PHELPS	6.00
00554334	GRACE PHELPS	6.00
00554335	KATHI PHILLIPS	48.00
00554336	MELISSA PORTER	48.00
00554337	KELLY POTTER	48.00
00554338	MERELL PRIM	48.00
00554339	JENNIFER PRIME	6.00
00554340	SHERI PRINS	48.00
00554341	MARGIE PROFFITT	12.00
00554342	JENNIFER PURTELL	12.00
00554343	CARI QUIRARTE	6.00
00554344	KINGSLEY UGORJI	144.00
00554345	MARIA ULBRICHT	48.00
00554346	EVERETT ULMER	48.00
00554347	STACEY VALENTIN	12.00
00554348	TAMRA VALLE	96.00
00554349	HEATHER VANDERPOOL	12.00
00554350	KAITLIN VELIS	6.00
00554351	LAUREN VODDE	22.00
00554352	MADELYN VOLD	18.00
00554353	AMANDA VRALSTED	6.00
00554354	JENNIFER WAGNER	6.00
00554355	PAXTON WALDMAN	6.00
00554356	PAXTON WALDMAN	6.00
00554357	BRENNAN WARD	6.00
00554358	NANCY WASLEY	42.00
00554359	BREANNA WEBB	48.00
00554360	KATIE WEBB	42.00
00554361	KATIE WEBB	6.00
00554362	RENAE WEBSTER	54.00
00554363	MALERIE WEED	48.00
00554364	MALERIE WEED	114.00
00554365	CARLY WELLS	96.00
00554366	AMY WERST	96.00
00554367	BRIDGIT WESTBROOK	48.00
00554368	KIM WETMORE	48.00
00554369	ANNA WETZLER	6.00
00554370	JUSTINE WHITNEY	48.00
00554371	KIMBERLEY WHITTAKER	6.00
00554372	ERICA WOOD	48.00
00554373	ERICA WOOD	48.00
00554374	EMMA WOOTEN	6.00
00554375	JAY WURZ	48.00
00554376	TESS WYBORNEY	42.00
00554377	TESS WYBORNEY	6.00
00554378	RUI XUE	108.00
00554379	LINDSEY YOUNG	6.00
00554380	LINDSEY YOUNG	6.00
00554381	STACIA YOUNG	96.00
00554382	MENG YU	48.00
00554383	MENG YU	48.00

REPORT: PG3640

SYSTEM: FMSAP

USER: MANAGER

RUN NO: 43

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 10/29/18

TIME: 08:17

PAGE: 5

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00554384	HOLLY ZAHM			48.00
00554385	MELANIE ZICKLER			6.00
00554387	WA STATE DEPT OF REVENUE			85,775.16
00554388	ADVANCE AUTO PARTS	107.77		
00554389	AT&T	15.00		



00554390	AT&T MOBILITY	2,076.12	
00554391	BRANDON BLANKENAGEL	747.79	
00554392	BOUND TREE MEDICAL LLC	299.52	
00554393	CENTURYLINK	636.84	
00554394	MICHAEL MAYCUMBER	2,320.71	
00554395	D & W SUPPLIES INC	278.68	
00554396	MULTICARE DEACONESS HOSPITAL	2,272.50	
00554397	MICHAEL EGGERS	75.00	
00554398	CHRYSLER CAPITAL	15.00	
00554399	GRANITE PETROLEUM	35.00	
00554400	NATIONSTAR MORTGAGE LLC	500.00	
00554401	AIRPOL LLC/KOA VENTURES LLC	15.96	
00554402	MUV FITNESS	20.00	
00554403	DANIEL JAMES WILEY	1,500.00	
00554404	THOMAS HANSEN	1,500.00	
00554405	SUPERIOR TRAMWAY	65.00	
00554406	VALLEY EMPIRE COLLECTIONS	66.04	
00554407	SAMANTHA WILSON	27.00	
00554408	ROBERT CODY RIVERS	136.00	
00554409	MIKHAIL P KRIVOPUSTOV	187.00	
00554410	ADT LLC	80.00	
00554411	LEGAL DEPT IMPREST FUND	119.00	
00554412	ADAM MILES	361.64	
00554413	SIX ROBBLEES INC	418.01	
00554414	SPOKANE CITY TREASURER	3,291.88	
00554415	SPOKANE COUNTY SUPERIOR COUR	246.00	
00554416	SPOKANE COUNTY SUPERIOR COUR	246.00	
00554417	STELLAR INDUSTRIAL SUPPLY IN	109.41	
00554418	UNITED PARCEL SERVICE	14.20	
00554419	VERITEXT CORP	1,164.25	
00554420	PRORATE AND FUEL TAX	29,768.90	
00554421	PRORATE AND FUEL TAX	2,099.11	
00554422	PRORATE AND FUEL TAX	735.00	
00554423	WA STATE PATROL	5,240.00	
00554424	ADAMS TRACTOR CO INC		31,093.83
00554425	Zoe Ramos		48.00
00554426	Luke Randell		6.00
00554427	Keri Reser		96.00
00554428	Joshua Reynolds		108.00
00554429	Rainey Riffle		144.00
00554430	Stephanie Rittenbach		48.00
00554431	AMANDA ROADRUCK		6.00
00554432	Hillary Robbins		48.00
00554433	Kendra Robinson-Harding		48.00
00554434	Brian Rodgers		6.00
00554435	Ciaran Roewe		144.00
00554436	Liz Rognes		6.00
00554437	Tobey Roos		173.00

REPORT: PG3640

SYSTEM: FMSAP

USER: MANAGER

RUN NO: 43

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 10/29/18

TIME: 08:17

PAGE: 6

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00554438	Anna Rowe			96.00
00554439	Farway Rubab			48.00
00554440	Alison Rubin			96.00
00554441	Erin Rudders			6.00
00554442	Mandie Russell			96.00
00554443	Terri Russell			48.00
00554444	LaNae Sanchez			80.00
00554445	Alexandra Sanford			12.00

00554446	Methea Sapp	6.00
00554447	Micah Sasan	48.00
00554448	Kimber Satter	12.00
00554449	Priscilla Rabinovitch	6.00
00554450	Elise Raimi	96.00
00554451	Kelli Scamahorn	48.00
00554452	Jamie Schaeffer	48.00
00554453	Amy Schmidt	90.00
00554454	Emily Schreiner	6.00
00554455	Cara Schroeder	48.00
00554456	Dianna Schroeder	56.00
00554457	Amy Schwartzenberger	88.00
00554458	DIANE SCOTT	6.00
00554459	Eleanor Seaburg	6.00
00554460	Rebecca Sero	6.00
00554461	Amy Seymour	48.00
00554462	Toni Sharkey	12.00
00554463	Becka Shaw	144.00
00554464	Angela Shemwell	48.00
00554465	Brianne Sherwood	96.00
00554466	Lisa Shimek	96.00
00554467	Catherine Shipley	48.00
00554468	Jackie Siebers	96.00
00554469	JOY SIMON	96.00
00554470	Andrea Sledge	144.00
00554471	Joanne Smieja	12.00
00554472	Aubrey Smith	48.00
00554473	Darci Smith	6.00
00554474	Jessica Smith	48.00
00554475	Mery Smith	6.00
00554476	Terry Smith	48.00
00554477	Lynette Spjut	6.00
00554478	Kevin Spohr	96.00
00554479	Sherrie Staeheli	6.00
00554480	Marlow Stavana	48.00
00554481	Melissa Stipek	54.00
00554482	Lucy Stover	48.00
00554483	Denise Studebaker	60.00
00554484	Rachael Studley	12.00
00554485	Jessica Sutherland	192.00
00554486	Sheelagh Sweitzer	6.00
00554487	Ma Win Tain	12.00
00554488	Amber Tellessen	48.00
00554489	Ginny Thomas	48.00
00554490	Virginia Thommes	6.00

REPORT: PG3640

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 10/29/18

SYSTEM: FMSAP

TIME: 08:17

USER: MANAGER

PAGE: 7

RUN NO: 43

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00554491	Holly Thompson Duffy			48.00
00554492	Amanda Thompson			48.00
00554493	Susie Thompson			108.00
00554494	Shannon Thomsen			96.00
00554495	Jamie Traeger			6.00
00554496	Niki Tschirgi			40.00
00554497	Katie Anderson			48.00
00554498	KIRA ATTWOOD			12.00
00554499	AMANDA GOETZ			54.00
00554500	MURPHY MCINTYRE			70.00
00554501	FRANCES PETERSON			48.00

00554502	CLAIRE STRUNK		96.00
00554503	SYLVIE WRIGHT		48.00
00554505	CENTURYLINK	190.72	
00554506	WASHINGTON CITIES INSURANCE	95.00	
00554507	SUSANNE MILLER		177.79
00554508	NYDIA MARTINEZ		75.00
00554509	ATTN: DR. SHEILA C. WOODWARD		225.00
00554510	Sheila Anderson		50.00
00554511	Stacy Baker		10.00
00554512	Kristen Bednarczyk		49.00
00554513	Kendra Berry		78.00
00554514	Tiffany Bubna		125.00
00554515	Shelby Condon		516.50
00554516	Liam Covell		0.25
00554517	Grace Creasman		4.00
00554518	Michelle Dechand		15.00
00554519	Kim DeWitt		50.00
00554520	Kelly Dotson		59.00
00554521	Adam England		135.00
00554522	Jane Frohlich		29.00
00554523	Alex Galvan		62.00
00554524	Jeannie Glarborg		130.00
00554525	Neil Griest		300.00
00554526	Lisa Hagel		1.00
00554527	Lorilie Hall		123.00
00554528	Cora Hartill		50.00
00554529	Monica Harwood		186.00
00554530	Amanda Herb		25.00
00554531	Kathleen Howlett		66.00
00554532	Danielle Hughes		50.00
00554533	Catherine Kardong		50.00
00554534	Kyle Kassa		59.00
00554535	Jennifer Knutson		200.00
00554536	Ann-Luise Marshall		269.10
00554537	Tracey McHenry		144.00
00554538	Emma Noyes		3.45
00554539	Jobe Oakley		40.00
00554540	Katherine Osborn		60.00
00554541	Darcy Phillips		25.00
00554542	Kaylei Raade		30.00
00554543	Diane Reaugh		65.00
00554544	Karen Robertson		21.00

REPORT: PG3640

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 10/29/18

SYSTEM: FMSAP

TIME: 08:17

USER: MANAGER

PAGE: 8

RUN NO: 43

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00554545	Elizabeth Roewe			48.00
00554546	Pam Russell			26.00
00554547	Jennifer Schlich			0.05
00554548	Isaac Senske			175.00
00554549	Bridget Steiner			219.00
00554550	Adam Stombaugh			12.00
00554551	Sam Stowers			17.45
00554552	Janna Watkins-Blunn			125.00
00554612	ACCUCON INC	6,376.77		
00554613	AMELIA ALBERTS	457.19		
00554614	AT&T MOBILITY	684.64		
00554615	BECKER BUICK-GMC INC	92.48		
00554616	BOUND TREE MEDICAL LLC	2,457.22		
00554617	BROADWAY TRUCK STOP/DIV OF	161.52		

00554618	RICHARD CARROLL	139.26	
00554619	CENTURYLINK	55.44	
00554620	CHEVRON USA INC	1,590.62	
00554621	RYAN FORNEY	75.00	
00554622	BENJAMIN GREEN	25.00	
00554623	KELLOGGS SERVICE & TOWING	498.20	
00554624	HEATHER R CRAIG	48.00	
00554625	PATRIOT FIRE PROTECTION	35.00	
00554626	WA FINE WINE & SPIRITS, LLC	19.00	
00554627	THE MEN'S WEARHOUSE INC	65.28	
00554628	MOTOR WORKS INC	945.54	
00554629	ANGELA NAPOLITANO	506.00	
00554630	JOEL OSBORNE	150.00	
00554631	PETROCARD SYSTEMS INC	41.16	
00554632	SPOKANE COUNTY BAR ASSN	250.00	
00554633	STELLAR INDUSTRIAL SUPPLY IN	532.82	
00554634	THERMO KING NORTHWEST	2,397.57	
00554635	GREG THIESCHAFER	449.00	
00554636	UNITED PARCEL SERVICE	21.69	
00554637	WASHINGTON FINANCE OFFICERS	110.00	
00554638	NATIONSERVE	310.08	
00554639	WENDLE FORD NISSAN ISUZU	3,566.41	
00554640	JOSHUA WILLIAMS	150.00	
00554641	SCOTT K WINDSOR	153.00	
00554642	WM RECYCLE AMERICA LLC	75,955.57	
00554643	CENTURYLINK		1,168.45
00554644	EVENT RENTS		441.51
00554645	INLAND EMPIRE GOLF COURSE		230.00
00554646	INLAND EMPIRE GOLF COURSE		135.00
00554647	INSIGHT		446.29
00554648	CHILD SUPPORT SERVICES	305.50	
00554649	CALIFORNIA STATE DISBURSEMEN	936.14	
00554650	DANIEL H BRUNNER, TRUSTEE	1,034.04	
00554651	SUPPORT PAYMENT CLEARINGHOUS	257.50	
00554652	EMPLOYMENT SECURITY DEPT	205.26	
00554653	FAMILY SUPPORT REGISTRY	507.67	
00554654	GALLOWAY PROPERTY MAINT INC	4,630.48	
00554655	HUMAN RESOURCES	878.00	
00554656	ICMA RETIREMENT TRUST 457	397,316.04	

REPORT: PG3640

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 10/29/18

SYSTEM: FMSAP

TIME: 08:17

USER: MANAGER

PAGE: 9

RUN NO: 43

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00554657	ICMA RETIREMENT TRUST 457 LO	59,722.70		
00554658	IDAHO STATE TAX COMMISSION	37.50		
00554659	ING LIFE INSURANCE & ANNUITY	110,742.59		
00554660	VALLA MELVIN	6.00		
00554661	NEW JERSEY SUPPORT PAYMENT	277.33		
00554662	OFFICE OF THE ATTORNEY GENER	273.50		
00554663	OFFICE OF CHILD SUPPORT	55.20		
00554664	PEOPLE QUALIFIED COMMITTEE	15.35		
00554665	PRE-PAID LEGAL SERVICES INC	459.10		
00554666	UNITED STATES TREASURY	12.50		
00554667	US BANK OR CITY TREASURER	1,362,119.09		
00554668	WA GET PROGRAM	1,258.50		
00554669	WA STATE DEPT OF REVENUE	22,525.13		
00554670	WA STATE SUPPORT REGISTRY OR	16,965.81		
00554671	JUNE WALLACE	1,065.82		
00554672	WASHINGTON LEOFF	755,888.07		
00554673	WESTERN STATES POLICE MEDICA	1,549.50		

00554674	AMERICAN SPRAY SERVICE INC		826.88
00554675	THE FA BARTLETT TREE EXPERT		26,178.58
00554676	HISTORIC CAROUSELS INC		99,096.91
00554677	VANESSA SULPIZIO		250.00
00554678	BLANCHA HENDERSHOTT		202.50
80055870	ARC ELECTRIC & LIGHTING CORP		2,595.73
80055871	NORTHWEST CENTER SERVICES	894.24	
80055872	BLUEBIRD TREE CARE INC		9,928.01
80055873	CONTROL SOLUTIONS NW INC	5,871.54	
80055874	ENVIRONMENT CONTROL OF SPOKA	4,375.00	
80055875	HALME CONSTRUCTION INC	63,390.57	
80055876	HOLT SERVICES INC	49,450.32	
80055877	MURPHY BROTHERS INC	67,098.38	
80055878	RED DIAMOND CONSTRUCTION INC	130,402.90	
80055879	SPOKANE NEIGHBORHOOD ACTION		
80055880	TRANSITIONS DBA TRANSITIONAL		
80055881	US BANK TRUST NA	45,000.00	
80055882	VOLUNTEERS OF AMERICA OF		
80055883	YWCA		
80055884	@WORK SOLUTIONS INC		
80055885	MATTHEW R DAVIS		
80055886	REBEKAH TUNO		
80055887	MANITO CAPITAL LLC	5,306.88	
80055888	SUNSHINE HEALTH FACILITIES I	10,230.00	
80055889	ACTION MATERIALS	1,382.03	
80055890	ALSCO DIVISION OF ALSCO INC	203.45	
80055891	AMERIGAS PROPANE LP		192.82
80055892	ARAMARK UNIFORM SERVICES	64.13	
80055893	NORTHWEST CENTER SERVICES	296.00	
80055894	ARROW INTERNATIONAL	5,624.64	
80055895	AVISTA UTILITIES	158,840.57	
80055896	BANK OF NEW YORK MELLON	250.00	
80055897	BRIDGESTONE AMERICAS INC	1,110.62	
80055898	CAMERON-REILLY LLC	12,973.90	
80055899	CAMTEK INC	363.00	
80055900	COFFMAN ENGINEERS INC	1,853.94	

REPORT: PG3640

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 10/29/18

SYSTEM: FMSAP

TIME: 08:17

USER: MANAGER

PAGE: 10

RUN NO: 43

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80055901	COMCAST	160.13		
80055902	COPIERS NORTHWEST INC	2,697.44		
80055903	CUMMINS NORTHWEST LLC	836.49		
80055904	CW NIELSEN MFG CORP	1,077.12		
80055905	DEVRIES INFORMATION MANAGEME	8.96		
80055906	DIAMOND TECHNOLOGIES	5,928.87		
80055907	DOPPELMAYER USA INC			7,556.11
80055908	ELJAY OIL CO INC	1,196.85		
80055909	ENVIRONMENT CONTROL OF SPOKA	500.00		
80055910	FASTENAL CO	756.04		
80055911	GORDON TRUCK CENTERS INC DBA	1,025.05		
80055912	GRAINGER INC	62.04		
80055913	GRAYMONT CAPITAL INC.	4,112.64		
80055914	GUNARAMA WHOLESALE INC	1,435.22		
80055915	HORIZON DISTRIBUTORS	119.71		
80055916	HISTORICAL RESEARCH ASSOCIAT	3,681.96		
80055917	IBM CORP	4,282.89		
80055918	INLAND POWER & LIGHT CO	681.46		
80055919	K & L GATES LLP			
80055920	KENWORTH SALES COMPANY	81.00		

80055921	KNIGHT CONSTRUCTION &	95,816.90
80055922	L N CURTIS & SONS	342.72
80055923	THE MALLORY CO	231.25
80055924	MOTION AUTO SUPPLY	724.45
80055925	MUNICIPAL EMERGENCY SERVICES	13,444.15
80055926	NAPA AUTO PARTS	137.41
80055927	NORCO INC	742.08
80055928	NW EMERGENCY VEHICLE GRAPHIC	201.28
80055929	OWEN EQUIPMENT CO	9,902.98
80055930	OXARC INC	924.80
80055931	PACWEST MACHINERY LLC	41,637.87
80055932	M SCHRODER LLC	143.15
80055933	SIMPSON ENGINEERS INC	22,327.83
80055934	SOLID WASTE SYSTEMS INC	483.97
80055935	SPOKANE COUNTY TREASURER	20,740.43
80055936	SPOKANE INT'L AIRPORT	223.73
80055937	SPOKANE PUBLIC SCHOOLS	8,879.61
80055938	STARPLEX CORP	1,258.00
80055939	UNIFIRE POWER BLOWERS INC	304.64
80055940	VERIZON WIRELESS	7,953.17
80055941	DOBBS HEAVY DUTY HOLDINGS LL	1,496.57
80055942	WILDROSE LTD dba	8.60
80055943	WINGFOOT COMMERCIAL TIRE	2,256.51
80055944	XO COMMUNICATIONS INC	94.19
80055945	YWCA	934.20
80055946	AMY BLACK	48.97
80055947	MARCIA DAVIS	582.03
80055948	MARLENE C FEIST	336.91
80055949	LUVIMAE P OMANA	149.00
80055950	WILLIAM R PEACOCK	1,065.37
80055951	ACTION MATERIALS	2,020.84
80055952	ALL ABOUT TOWING SERVICES	106.08
80055953	ALSCO DIVISION OF ALSCO INC	57.38

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 43

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 10/29/18  
TIME: 08:17  
PAGE: 11

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80055954	ATLAS ELECTRIC INC	4,950.40		
80055955	AVISTA CORPORATION	16,000.00		
80055956	AVISTA UTILITIES		5,368.81	
80055957	BRIDGESTONE AMERICAS INC	94.32		
80055958	CDW GOVERNMENT INC	980.08		
80055959	CINTAS CORPORATION NO 3	29,304.20		
80055960	CITY SERVICE VALCON LLC	19,395.77		
80055961	CONTRACT DESIGN ASSOCIATES I	25.89		
80055962	COPIERS NORTHWEST INC	732.02		
80055963	CHARLES R DELGADO	503.75		
80055964	DEVRIES INFORMATION MANAGEME	4.48		
80055965	EVERGREEN STATE TOWING LLC	258.67		
80055966	FASTENAL CO	427.45		
80055967	FEDERAL EXPRESS CORP/DBA FED	88.13		
80055968	FRANCIS AVENUE HARDWARE	70.26		
80055969	GALLS LLC	2,393.60		
80055970	GUNARAMA WHOLESALE INC	2,573.69		
80055971	CORE & MAIN LP	1,784.32		
80055972	HASKINS STEEL CO INC	541.61		
80055973	CPM DEVELOPMENT CORP DBA	15,053.75		
80055974	LANGUAGE LINE SERVICES	13.03		
80055975	MCKINSTRY CO LLC		295.94	
80055976	DAWN SUGASA	2,000.00		

80055977	NEPTUNE TECHNOLOGY GROUP INC	6,584.80	
80055978	NORCO INC	25.00	
80055979	PREMERA BLUE CROSS OR	235,752.22	
80055980	RIVER PARK SQUARE LLC	189.00	
80055981	GILLIAN M SAYER		10.00
80055982	SPECIAL ASPHALT PRODUCTS	39,135.36	
80055983	SPOKANE COUNTY TREASURER	159,031.82	
80055984	SPOKANE TRANSIT AUTHORITY	4,430.17	
80055985	THOMSON WEST	187.14	
80055986	US BANK OR CITY TREASURER	38,211.07	
80055987	LEONARD J VANDERBOSCH MD	350.00	
80055988	WA STATE DEPT/TRANSPORTATION	3,565.08	
80055989	WA STATE DEPT OF CORRECTIONS	656.00	
80055990	DOBBS HEAVY DUTY HOLDINGS LL	217.87	
80055991	CATHERINE G BAKKEN		55.05
80055992	ROBERT EARL ALFORD	88.40	
80055993	VYANET OPERATIONS GROUP dba	1,020.54	
80055994	ALPHA WIRELESS AUTOMATION	494.00	
80055995	ALPINE BISTRO & BAKERY CO		198.13
80055996	ALSCO DIVISION OF ALSCO INC	35.37	
80055997	AMERICAN TRAFFIC SOLUTIONS I	62,881.25	
80055998	ARAMARK UNIFORM SERVICES	273.85	
80055999	MOLESWORTH ENTERPRISES INC	306.91	
80056000	AUTO-RAIN SUPPLY INC		169.47
80056001	AVISTA UTILITIES	2,818.42	
80056002	MICHAEL D BAKER	260.73	
80056003	BARR-TECH LLC		283.75
80056004	BATTERY SYSTEMS INC	144.19	
80056005	BEACON SERVICE INC	1,409.00	
80056006	BINGLE ENTERPRISES INC		354.40

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CITY OF SPOKANE  
 COUNCIL CHECK RANGE/TOTAL

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 TIME: 08:17  
 PAGE: 12

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80056007	HOLLY RENEE BORTH	15,000.00		
80056008	BOUNCE N PARTY RENTALS			1,566.72
80056009	CAMTEK INC	979.20		
80056010	CATHOLIC CHARITIES			
80056011	CERIUM NETWORKS INC	8,724.92		
80056012	CHAPTER & VERSE INC	26,552.53		
80056013	CITY SERVICE VALCON LLC	40,089.92		
80056014	COLUMBIA ELECTRIC SUPPLY/DIV	3,079.04		
80056015	COLUMBIA FORD INC	73,859.43		
80056016	COMCAST			330.87
80056017	STEVE CONNER			6,317.12
80056018	COPIERS NORTHWEST INC	1,104.51		475.39
80056019	CREEK AT QUALCHAN GOLF COUR			5,392.40
80056020	CUMMINS NORTHWEST LLC	5,216.31		
80056021	DELL MARKETING LP	356.79		
80056022	DIVCO INC	4,605.61		
80056023	DLT SOLUTIONS LLC	1,865.75		
80056024	ELJAY OIL CO INC	688.00		
80056025	VERTIV SERVICES INC	9,784.15		
80056026	EQUIAN LLC	2,338.12		
80056027	EUROFINS FRONTIER GLOBAL	4,898.00		
80056028	EVERGREEN STATE TOWING LLC	957.44		
80056029	EXCHANGE PUBLISHING	132.00		
80056030	FASTENAL CO	3,699.70		
80056031	FERGUSON ENTERPRISES INC	1,975.81		
80056032	GALLS LLC	7,197.13		



80056033	GENESIS MARKETING INC	800.00	
80056034	GORDON TRUCK CENTERS INC DBA	4,113.78	
80056035	GRAINGER INC	309.63	
80056036	GRAPHIC ART PRODUCTIONS DBA	275.75	
80056037	GRAYMONT CAPITAL INC.	28,308.02	
80056038	HASKINS STEEL CO INC	52.44	
80056039	HELFRICH BROTHERS BOILER WOR	19,621.90	
80056040	BRANDON J HIEB		150.00
80056041	HYLAND SOFTWARE INC	1,447.02	
80056042	INDUSTRIAL COMMUNICATIONS	4,084.82	
80056043	INLAND ENVIRONMENTAL RESOURC	13,464.00	
80056044	INLAND POWER & LIGHT CO	529.50	231.94
80056045	KENWORTH SALES COMPANY	2,201.32	
80056046	KNIGHT CONSTRUCTION &	90,319.23	
80056047	L N CURTIS & SONS	22,744.04	
80056048	LANGUAGE LINE SERVICES	134.14	
80056049	LOOMIS ARMORED US INC	1,658.62	
80056050	MOTION AUTO SUPPLY	209.58	
80056051	MUNICIPAL EMERGENCY SERVICES	411.66	
80056052	NAPA AUTO PARTS	504.95	
80056053	NATIONAL COUNCIL FOR COM DEV	3,000.00	
80056054	NORCO INC	52.72	
80056055	CARRIE L PAETSCH	1,637.52	
80056056	NORTHWEST VITAL RECORDS	4,077.63	
80056057	NOVUS AUTO GLASS	337.19	
80056058	OCCUPATIONAL MEDICINE	4,729.00	
80056059	OLIN CORPORATION	6,258.01	

REPORT: PG3640

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 10/29/18

SYSTEM: FMSAP

TIME: 08:17

USER: MANAGER

PAGE: 13

RUN NO: 43

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80056060	OXARC INC	612.98		
80056061	PACWEST MACHINERY LLC	8,693.76		
80056062	PAPE MACHINERY INC	48,712.26		
80056063	PHENOVA INC	378.00		
80056064	PRO MECHANICAL SERVICES INC	1,221.01		
80056065	PROFESSIONAL ACCOUNT	8,772.40		
80056066	RAY TURF FARMS INC	124.03		
80056067	RWC INTERNATIONAL LTD	2,376.62		
80056068	SANDBAGGERS CLUB LLC			2,085.03
80056069	SENSKE PEST CONTROL	859.52		
80056070	SPOKANE NEIGHBORHOOD ACTION			
80056071	SHI CORP	49,949.29		
80056072	SOLID WASTE SYSTEMS INC	7,825.35		
80056073	DR LOUIS C SOWERS	3,726.61		
80056074	SPOKANE COUNTY TITLE CO	1,146.76		
80056075	SPOKANE COUNTY TREASURER	33,585.44		
80056076	SPOKANE CRANE & MACHINERY	783.36		
80056077	SPOKANE EMERGENCY PHYSICIANS	7,283.17		
80056078	SPOKANE HOUSE OF HOSE INC	257.72		
80056079	SPOKANE INT'L TRANSLATION/DI	30.00		
80056080	SPOKANE POLICE FOUNDATION	16,762.43		
80056081	SPOKANE PRO CARE INC	645.18		
80056082	ST ANN PARISH	475.00		
80056083	STANTEC CONSULTING SERVICES	28,744.75		
80056084	STERICYCLE INC	1,684.44		
80056085	T & T GOLF MANAGEMENT INC			3,192.06
80056086	TESTAMERICA LABORATORIES INC	1,725.00		
80056087	THOMSON WEST	1,482.94		
80056088	TOBY'S BODY & FENDER INC	34,366.61		

80056089	TRANSITIONS DBA TRANSITIONAL	
80056090	TWO RIVERS TERMINAL LLC	4,213.50
80056091	UNIVERSITY DISTRCT	10,000.00
80056092	VENTIV TECHNOLOGY INC	97.50
80056093	VERIZON WIRELESS	908.43
80056094	VOLUNTEERS OF AMERICA OF	
80056095	WASHINGTON AUTO CARRIAGE	2,490.57
80056096	WESLEY HOWARD MORRIS	1,710.00
80056097	WEST CENTRAL COMMUNITY	865.58
80056098	WCP SOLUTIONS	3,667.38
80056099	DOBBS HEAVY DUTY HOLDINGS LL	4,195.04
80056100	WESTERN STATES EQUIPMENT CO	642.96
80056101	WHITE BEAR WEST INC	234.62
80056102	WILDROSE LTD dba	1,287.43
80056103	WINGFOOT COMMERCIAL TIRE	5,298.95
80056104	XO COMMUNICATIONS INC	163.75
80056105	AMY BLACK	95.38
80056106	KARA HEATHERLY	47.96
80056107	HARRY G LOCHRIDGE	159.00
80056108	JONI MEYER	50.00
80056109	INGA M NOTE	785.79
80056110	BENJAMIN OLBERDING	126.96
80056111	KIMBERLY K ORLOB	82.40
80056112	WILLIAM R PEACOCK	350.94

REPORT: PG3640

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 10/29/18

SYSTEM: FMSAP

TIME: 08:17

USER: MANAGER

PAGE: 14

RUN NO: 43

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80056113	JAMES J SCHAFFER	62.23		
80056114	REX STRICKLAND	280.77		
80056115	KELLE VIGELAND	23.00		
80056116	DONALD D WALLER	546.33		
80056117	ERIC S ZAAS	13.63		
80056118	ABM JANITORIAL SERVICES SOUT	2,992.56		
80056119	AFLAC/AMERICAN FAMILY LIFE	25,501.70		
80056120	AIRGRONOMICS NORTH LLC			8,126.79
80056121	BACON CONCRETE INC			2,118.50
80056122	SPOKANE FIRE FIGHTERS BENEFI	54,168.65		
80056123	SPOKANE FIRE FIGHTERS BENEFI	2,351.80		
80056124	BERGER PARTNERSHIP PS			728.00
80056125	C & C YARD CARE	514.62		
80056126	CATHOLIC CHARITIES			
80056127	CLEAN ENERGY INC	34,233.33		
80056128	CUMMINS NORTHWEST LLC	2,425.68		
80056129	DIGNITARY PROTECTION TEAM FU	120.00		
80056130	EDU MEMBERSHIP FUND	22.50		
80056131	EMPIRE BOILER	51,900.00		
80056132	EUROFINS FRONTIER GLOBAL	1,419.50		
80056133	GEO ENGINEERS INC			13,256.90
80056134	KAISER FOUNDATION HEALTH PLA	151,138.27		
80056135	POLICE GUILD LEGAL DEFENSE	604.00		
80056136	LTS & CPTS LEGAL DEFENSE FUN	42.00		
80056137	M & P ASSOCIATION	2,846.60		
80056138	MICHAEL TERRELL LANDSCAPE	286.50		
80056139	MURRAYSMITH INC	8,027.85		
80056140	NORCO INC	3,929.43		
80056141	CARRIE L PAETSCH	1,457.45		
80056142	PRO MECHANICAL SERVICES INC			5,354.96
80056143	REHN & ASSOCIATES	14,624.58		
80056144	SHAMROCK PAVING CO/DIV OF			643.77

80056145	SPOKANE NEIGHBORHOOD ACTION		
80056146	SPOKANE POLICE BENEFIT ASSOC	907.50	
80056147	SPOKANE POLICE CHAPLAIN	3,457.50	
80056148	SPOKANE POLICE K-9 MEMBERSHI	105.00	
80056149	SPOKANE POLICE GUILD LONG	27,594.21	
80056150	SPOKANE FIRE FIGHTERS BENEFI	673,246.00	
80056151	SPOKANE POLICE GUILD FRATERN	604.65	
80056152	STANDARD INSURANCE COMPANY	16,284.11	
80056153	STRATA GEOTECHNICAL ENGINEER		1,906.00
80056154	SPOKANE POLICE SWAT TEAM	440.00	
80056155	SPOKANE POLICE TACTICAL TEAM	280.00	
80056156	TOBY'S BODY & FENDER INC	13,153.99	
80056157	TOOLE DESIGN GROUP LLC	2,763.00	
80056158	TRINDERA ENGINEERING	2,041.25	
80056159	UNITED WAY	1,357.00	
80056160	US BANK TRUST NA		
80056161	US BANK P CARD PAYMENTS	226,009.19	
80056162	VOLUNTEERS OF AMERICA OF		
80056163	WA ST COUNCIL OF CITY & COUN	27,698.47	
80056164	WA STATE DEPT/TRANSPORTATION	3,424.87	
80056165	WADSWORTH GOLF CONSTRUCTION		622,381.97

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CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 10/29/18  
TIME: 08:17  
PAGE: 15

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80056166	WASHINGTON DENTAL SERVICE OR	47,164.13		
80056167	WEST CENTRAL COMMUNITY			
80056168	WILBUR ELLIS COMPANY			8,717.59
80056169	SALLY STOPHER	295.00		
		7,107,165.15	6,366.45	966,924.84
		CITYWIDE TOTAL:		9,122,913.75

## MINUTES OF SPOKANE CITY COUNCIL

Monday, October 22, 2018

### BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Briefing Center in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

#### Roll Call

On roll call, Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

City Attorney Mike Ormsby, City Council's Policy Advisor Brian McClatchey, and City Clerk Terri Pfister were also present on the dais.

#### Advance Agenda Review

The City Council received an overview from staff on the October 29, 2018, Advance Agenda items.

Increase Administrative Reserve with Holt Services for Havana Well Field (OPR 2018-0004)

**Motion** by Council Member Fagan, seconded by Council Member Beggs, **to move** Item No. 6 (Administrative Reserve Increase with Holt Services for Havana Well Field) from the October 29 Agenda to today's October 22 Consent Agenda; **carried unanimously**.

#### Action to Approve October 29, 2018, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the October 29, 2018, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

**Motion** by Council Member Fagan, seconded by Council Member Stratton, **to approve** the Advance Agenda for Monday, October 29, 2018 (as revised above); **carried unanimously**.

### ADMINISTRATIVE SESSION

#### Current Agenda Review

The City Council reviewed the October 22, 2018, Current Agenda for any changes.

City Council Letter to City Attorney Mike Ormsby and Human Resources Director Christine Cavanaugh (CPR 2018-0030)

**Motion** by Council Member Mumm, seconded by Council Member Stratton, **to suspend** the Council Rules; **carried unanimously**.

**Motion** by Council Member Stratton, seconded by Council Member Burke, **to add** to the Council's October 22 Current Consent Agenda City Council Letter to City Attorney Mike Ormsby and Human Resources Director Christine Cavanaugh regarding investigations of independent branches of government; **carried unanimously**.

Spokane City Council Letter of Support for Clean Air, Clean Energy Initiative 1631 (CPR 2018-0030)

While the Council Rules were suspended, the following action was also taken:

**Motion** by Council Member Burke, seconded by Council Member Mumm, **to add** to the Council's October 22 Current Consent Agenda Spokane City Council Letter of support for Clean Air, Clean Energy Initiative 1631; **carried 6-1 (Council Member Fagan voting "no")**.

Emergency Ordinance C35681 Relating to Federal Civil Immigration Enforcement in Nonpublic Areas of City of Spokane Property

Upon review of the October 22 Current Agenda, Council Member Beggs presented a substitute version of Ordinance C35681. Subsequent to Council Member Beggs providing an overview of changes to the ordinance, the following action was taken:

**Motion** by Council Member Beggs, seconded by Council Member Burke, to substitute (Ordinance C35681) with the version that was provided to the City Clerk and distributed (to City Council) (thereby replacing the previously filed version); **carried 6-1 (Council Member Fagan voting "no")**.

Resolution 2018-0087—Resolution of Intention to Change Certain Assessment Rates within the Downtown Parking and Business Improvement Area

Council Member Beggs presented revisions to (the latest version of) Resolution 2018-0087 (as filed with the City Clerk's Office on October 19, 2018). Following commentary by Mark Richards of the Downtown Spokane Partnership and Council discussion, the following action was taken:

**Motion** by Council Member Beggs, seconded by Council Member Kinnear, **to accept** revisions (to Resolution 2018-0087 as filed on October 19) as proposed by Council Member Beggs; **carried 4-3 (Council President Stuckart and Council Members Mumm and Stratton voting "no")**.

## CONSENT AGENDA

**Upon a Unanimous Vote, the City Council approved Staff Recommendations for the following:**

Setting public hearings:

- a. On possible revenue sources for the 2019 Budget for October 29, 2018. (FIN 2018-0001)
- b. For review of the 2019 Proposed Budget beginning Monday, October 29, 2018, and continuing thereafter at the regular Council meetings during the month of November. (FIN 2018-0001)

Increase estimated expenditure to make purchases of hardware and software from CDW-G (Vernon Hills, IL) utilizing various contracts—estimated increase of \$40,000. Total contract amount: \$140,000. (OPR 2017-0814)

Value Blanket Renewal with Action Materials (Cheney, WA) for debris recycling and purchase of recycled materials for the Water and Wastewater Departments on an as-needed basis—\$125,000 (incl. tax). (OPR 2016-0688 / BID 4264-16)

Contract with Axon Enterprises (Scottsdale, AZ) for the Police Department interview rooms camera and recording systems upgrade—not to exceed \$133,558.46. (Funding is from DOJ Federal Forfeitures Justice Funds) (OPR 2018-0650)

Contract Amendments for Solid Waste Disposal Department with:

- a. Helfrich Brothers Boilerworks, Inc. (Lawrence, MA) for boilermaker services—increase of \$440,000. Total Contract Amount: \$1,040,000. (OPR 2017-0210 / RFP 4309-17)
- b. Online Cleaning Services (Marysville, CA) for boiler blast cleaning services at the Waste-to-Energy Facility—increase of \$30,000. Total Contract Amount: \$245,000. (OPR 2015-0095 / RFP 4062-14)
- c. Bay Valve Service, LLC (Longview, WA) for on-site valve repair services at the Waste-to-Energy Facility—increase of \$140,000. Total Contract Amount: \$240,000. (OPR 2015-0098 / RFP 2015-0098)

Contract Renewals #4 of 4 for the Waste-to-Energy Facility from January 1, 2018 through December 31, 2019 with:

- a. American Recycling Corporation (Spokane Valley, WA) for recycling of metals collected from the Waste-to-Energy Facility's ash and scrap metals from the tipping floor—anticipated revenue \$800,000. (OPR 2015-0022 / RFP 4071-14)

- b. Eastside Electric Motors, LLC. (Spokane Valley, WA) to recondition Motors Off-site for the Waste-to-Energy Facility—\$38,500. (OPR 2015-0528 / BID WTE 11)
- c. Big Sky Industrial of Spokane for vacuum support services at the Waste-to-Energy Facility—\$100,000. (OPR 2015-0096 / RFP 4090-14)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through October 12, 2018, total \$15,917,965.76 (Check Nos. 553615-553896); ACH Payment Nos. 55315-55658), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$13,366,645.27. (CPR 2018-0002)

City Council Meeting Minutes: May 24, July 12, August 2, August 9, October 8 and October 11, 2018. (CPR 2018-0013)

City Council Letter to City Attorney Mike Ormsby and Human Resources Director Christine Cavanaugh regarding investigations of independent branches of government. (CPR 2018-0030)

Administrative Reserve Increase with Holt Services for Havana Well Field—increase of \$175,000 for a total administrative reserve of \$294,908.80 or 24.5% of the contract price. (OPR 2018-0004)

**Contract with ComGroup, Inc. (OPR 2018-0649/RFP 195-18) (Taken Separately)**  
**Upon 5-2 Vote (Council Members Mumm and Stratton voting “no”),** the City Council **approved** the Contract with ComGroup, Inc. (Kirkland, WA) to provide the City with engineering services for the project of designing and installing a diverse fiber path from the Public Safety Building to the Combined Communications Building—\$70,448 (incl. tax).

**City Council Letter of Support for Clean Air, Clean Energy Initiative 1631 (CPR 2018-0030) (Taken Separately)**  
**Upon 6-1 Vote (Council Member Fagan voting “no”),** the City Council **approved** the City Council Letter of Support for Clean Air, Clean Energy Initiative 1631.

#### **Council Recess/Executive Session**

The City Council adjourned at 4:44 p.m. No Executive Session was held. The City Council reconvened at 6:00 p.m. for the Regular Legislative Session.

### **LEGISLATIVE SESSION**

#### **Invocation – Power to the Poetry**

Bethany Montgomery from Power to the Poetry presented a poetry piece that she performed previously at the Families Belong to Together Rally.



## **Pledge of Allegiance**

The Pledge of Allegiance was led by Council President Stuckart.

## **Roll Call**

Council President Stuckart and Council Members Beggs, Burke, Fagan, Mumm, Kinnear, and Stratton were present.

City Clerk Terri Pfister and City Council's Policy Advisor Brian McClatchey were also present.

## **PROCLAMATIONS**

October 21-27, 2018      *Friends of the Library Week*

Council Member Burke read the proclamation and presented it to Rae-Lynn Barden from Spokane Public Library who accepted the proclamation on behalf of Friends of the Library. Friends of the Library have been trusted supporters of the Spokane Public Library since 1973 giving over \$40,000 annually to further the Library's collections and programs. The Friends of the Library has funded the first "Books for Babies" project, giving a new book and library card to children born in Spokane and contributed over \$11,000 to the Library's new streaming media service; has been a major sponsor for the "Spokane is Reading" events; supports summer reading for kids and teens with programs and book giveaways; and, in 2016 alone, volunteered 2,300 hours through their book sale and biannual sale. The Spokane Public Library is deeply grateful for the dedication, support, and valued partnership with Friends of the Library.

## **SALUTATION**

Council Member Stratton read a Council Salutation saluting and recognizing Chris Carlson who provided invaluable service to the region for over 50 years. Chris passed away on August 25, 2018, due to complications from Parkinson's disease which he contracted in 1998 and Stage IV neuroendocrine cancer diagnosed in 2005. Chris's good work and strength of character early on in his career lead Governor Cecil Andrus of Idaho to add Chris to his staff where he served in a number of roles and was instrumental in education funding and environmental protection issues; ultimately joining Governor Andrus in Washington, D.C., after the Governor was appointed the Secretary of Interior by President Jimmy Carter and served in the Carter Administration through 1980. Chris was appointed as one of the first Northwest Power Planning Council board members in 1981 where the Council dealt with issues of significance to the Northwest tied to the development of hydroelectricity and related environmental issues and worked for over 30 years in the private sector advising private and public clients on a wide variety of policy issues. In semi-retirement, Chris returned to his newspaper roots penning a weekly column on Idaho politics, authored several books

detailing significant political issues in the Northwest, and wrote the definitive biography of former Governor Andrus. Chris's daughter Serena accepted the salutation.

## **ADMINISTRATIVE REPORT**

### **Snow Plan**

Gary Kaesemeyer, Street Director, presented an overview of the Snow Plan for the November 15, 2018, to March 15, 2019, snow season and remarked on improvements in snow equipment.

## **COUNCIL COMMITTEE REPORTS**

### **Public Infrastructure, Environment, and Sustainability (PIES) Committee**

Council Member Beggs reported on the PIES Committee meeting held earlier today (October 22, 2018). Minutes of the PIES Committee meeting are filed with the City Clerk's Office and are available for review following approval by the PIES Committee.

## **APPOINTMENT**

### **Spokane Human Rights Commission (CPR 1991-0068)**

**Upon 5-2 Vote (Council Member Fagan and Council Member Kinnear voting "no"),** the City Council **approved** (and thereby confirmed) the re-appointment of John Lemus to the Spokane Human Rights Commission.

## **OPEN FORUM**

**Jon Lossing** remarked on being houseless and playing music on a corner and was offered a job doing bicycle delivery for sandwiches and has a great job now doing what he loves. He noted where he rents the owner is allowing him to do a rent-to-own. He also announced "Saturday Schmatterday," which is a block party scheduled for next Saturday.

**George McGrath** remarked on the Power to the Poetry poem and stated it was as political as anything that he has ever in his live heard. He questioned why the audience has to listen to it at a City Council meeting and expressed that it is an insult to the people of Spokane.

**Grace Weirs.** remarked on the House of Charity. She also stated racism has to stop and what is our joy and peace in life and what is it that we can help each other out. In addition, she remarked on the upcoming winter weather.

## LEGISLATIVE AGENDA

There were no **Special Budget Ordinances**.

### EMERGENCY ORDINANCE

**For Council action on Emergency Ordinance C35681, see section of minutes following “Final Reading Ordinances.”**

### RESOLUTIONS

**Resolution 2018-0085, Resolution 2018-0086, Resolution 2018-0087, and Resolution 2018-0088**

The City Council considered Resolutions 2018-0085 through 2018-0088. Council Stuckart requested a motion to accept the latest version of Resolution 2018-0088. The following action was taken:

**Motion** by Council Member Mumm, seconded by Council Member Beggs, **to so move (to accept the latest version of Resolution 2018-0088); carried unanimously.**

There was an opportunity for public testimony, with no individuals signed up to speak. Following an opportunity for Council commentary, with none provided, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **adopted** the following resolutions:

**RES 2018-0085**      Setting the Assessment Roll Hearing for December 17, 2018, for the Downtown Parking and Business Improvement Area (Business Improvement District, BID) and providing notice of the 2019 assessments to business and property owners.

**RES 2018-0086**      Setting the Assessment Roll Hearing for December 17, 2018, for East Sprague Parking and Business Improvement Area (Business Improvement District, BID) and providing notice of the 2019 assessments to business and property owners.

**RES 2018-0087** Declaring the intention to change certain assessment rates within the Downtown Parking and Business Improvement Area, including changes for residential condominiums, hotel rooms and parking, and non-profit organizations; and setting Hearing for November 12, 2018.

**RES 2018-0088** Declaring the intention to expand the boundary of the Downtown Parking and Business Improvement Area to include additional property in the northwest quadrant, and setting Hearing for November 12, 2018.

**For Council action on Resolution 2018-0089, see section of minutes following “Final Reading Ordinances.”**

## **FINAL READING ORDINANCES**

### **Final Reading Ordinance C35521**

**Upon 6-1 Roll Call Vote (Council Member Mumm voting “no”),** the City Council **passed Final Reading Ordinance C35521** vacating Rich Avenue from Market Street to Haven Street and Longfellow Avenue from Market Street to Haven Street. (First Reading held July 10, 2017).

### **EMERGENCY ORDINANCE C355681 and RESOLUTION 2018-0089**

Council President Stuckart and Council Member Beggs introduced and provided commentary on Emergency Ordinance C35681 (as substituted during the 3:30 p.m. Administrative Session) and Resolution 2018-0089. Considerable public testimony was received and Council commentary held, after which the following action was taken:

**Upon 6-1 Roll Call Vote (Council Member Fagan voting “no”),** the City Council **passed Emergency Ordinance C35681** relating to federal civil immigration enforcement in nonpublic areas of City of Spokane property; amending section 12.05.005; adopting new sections 12.05.050, 12.05.060, and 12.05.070 to chapter 12.05 of the Spokane Municipal Code; and declaring an emergency **and adopted Resolution 2018-0089** designating the entire Spokane Intermodal Facility and property at 221 West First Avenue as a non-public area.

There were no **First Reading Ordinances.**

There were no **Special Considerations**.

There were no **Hearings**.

No individuals spoke during the **Second Open Forum**.

### **ADJOURNMENT**

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 9:43 p.m.

Minutes prepared and submitted for publication in the November 7, 2018, issue of the *Official Gazette*.

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Terri Pfister  
Spokane City Clerk

Approved by Spokane City Council on \_\_\_\_\_, 2018.

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Ben Stuckart  
City Council President

**STUDY SESSION MEETING MINUTES**  
**SPOKANE CITY COUNCIL Thursday,**  
**November 1, 2018**

A regular study session meeting of the Spokane City Council was scheduled to be held on the above date at 3:34 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council Members Beggs, Burke, Fagan, Kinnear, and Mumm were present. Council President Stuckart and Council Member Stratton were absent.

The following topic was discussed:

- Board and Commission Appointment Interviews
- 2019 Budget: NBS (Historic Preservation, CHHS, and Planning)

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 5:02 p.m.

Minutes prepared and submitted for publication in the November 7, 2018, issue of the Official Gazette:

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Terri L. Pfister, MMC  
Spokane City Clerk

Approved by City Council on \_\_\_\_\_, 2018.

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Ben Stuckart  
City Council President



**Agenda Sheet for City Council Meeting of:**  
11/05/2018

<b>Date Rec'd</b>	10/24/2018
<b>Clerk's File #</b>	CPR 1981-0402
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	BRANDY COTE 6256774
<b>Contact E-Mail</b>	BCOTE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions
<b>Agenda Item Name</b>	0520 PARK BOARD APPOINTMENT

**Agenda Wording**

Appointment of Bob Anderson to a term on the Spokane Park Board, from 11/8/18 - 2/1/22.

**Summary (Background)**

Appointment of Bob Anderson to a term on the Spokane Park Board, from 11/8/18 - 2/1/22.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	COTE, BRANDY	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>		<b><u>Other</u></b>
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>
<b><u>Legal</u></b>		bcote@spokanecity.org
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	leadie@spokanecity.org
<b><u>Additional Approvals</u></b>		pclarke@spokanecity.org
<b><u>Purchasing</u></b>		nsumner@spokanecity.org





**Agenda Sheet for City Council Meeting of:**  
11/05/2018

<b>Date Rec'd</b>	10/24/2018
<b>Clerk's File #</b>	CPR 2004-0017
<b>Renews #</b>	

<b>Submitting Dept</b>	MAYOR	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	BRANDY COTE 6256774	<b>Project #</b>	
<b>Contact E-Mail</b>	BCOTE@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Boards and Commissions	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0520 TWO HOTEL ADVISORY COMMISSION RE-APPOINTMENTS		

**Agenda Wording**

Re-appointment of Dean Feldmeier and Meredith Rainville each to a three year term on the Hotel Advisory Commission, from 12/1/18 - 11/30/21.

**Summary (Background)**

Re-appointment of Dean Feldmeier and Meredith Rainville each to a three year term on the Hotel Advisory Commission, from 12/1/18 - 11/30/21.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Select	\$			#	
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		COTE, BRANDY		<u>Study Session</u>	
<u>Division Director</u>				<u>Other</u>	
<u>Finance</u>				<u>Distribution List</u>	
<u>Legal</u>				bcote@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL		mdodroe@visitspokane.com	
<u>Additional Approvals</u>					
<u>Purchasing</u>					

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

11/05/2018

**Date Rec'd**

10/24/2018

**Clerk's File #**

CPR 1981-0295

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

MAYOR

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

BRANDY COTE 6256774

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

BCOTE@SPOKANECITY.ORG

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

Boards and Commissions

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

0520 TWO PLAN COMMISSION RE-APPOINTMENTS

**Agenda Wording**

Re-appointment of Patricia Kienholz and Carole Shook each to a four year term on the Plan Commission, from 1/1/2019 - 12/31/2022.

**Summary (Background)**

Re-appointment of Patricia Kienholz and Carole Shook each to a four year term on the Plan Commission, from 1/1/2019 - 12/31/2022.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

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

bcote@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

htrautman@spokanecity.org

**Additional Approvals**

krichards@spokanecity.org

**Purchasing**



**Agenda Sheet for City Council Meeting of:**  
10/29/2018

<b>Date Rec'd</b>	10/17/2018
<b>Clerk's File #</b>	CPR 1992-0059
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	BRANDY COTE 6256774
<b>Contact E-Mail</b>	BCOTE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions
<b>Agenda Item Name</b>	0520 BICYCLE ADVISORY BOARD APPOINTMENTS

**Agenda Wording**

Appointment of 6 members to the Bicycle Advisory Board for a term of 11/1/18 - 11/1/21: Grant Shipley, James Patrick Bulger, Matthew Hui, Michael Nover, Mike Bjordahl, and Robert Folie.

**Summary (Background)**

Appointment of 6 members to the Bicycle Advisory Board for a term of 11/1/18 - 11/1/21: Grant Shipley, James Patrick Bulger, Matthew Hui, Michael Nover, Mike Bjordahl, and Robert Folie.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	COTE, BRANDY	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>		<b><u>Other</u></b>
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>
<b><u>Legal</u></b>		bcote@spokanecity.org
<b><u>For the Mayor</u></b>	SANDERS, THERESA	lmeuler@spokanecity.org
<b><u>Additional Approvals</u></b>		bblankenagel@spokanecity.org
<b><u>Purchasing</u></b>		

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

11/05/2018

**Date Rec'd**

10/25/2018

**Clerk's File #**

RES 2018-0092

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

ENGINEERING SERVICES

**Contact Name/Phone**

DAN BULLER 625-6391

**Project #**2005264 /  
2015078**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

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

Resolutions

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

0370 - RESOLUTION DECLARING SURPLUS AUTHORIZATION

**Agenda Wording**

A Resolution declaring surplus and authorizing attached real property purchase, sale and exchange agreement.

**Summary (Background)**

The proposed resolution pertains to the property exchange with Eric Brown which was necessitated by the condemnation lawsuit resolution agreement with Ron Brown (Brown Building Supply). The proposed agreement with Eric Brown exchanges property owned by Eric Brown west of Union Gospel Mission as well as a reduction in the quantity of land scheduled to be vacated to Eric Brown for surplus property the City owns where Front Avenue intersects the river.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

BULLER, DAN

**Division Director**

SIMMONS, SCOTT M.

**Finance**

ORLOB, KIMBERLY

**Legal****For the Mayor**

COTE, BRANDY

**Additional Approvals****Purchasing****CITY COUNCIL**

MCDANIEL, ADAM

**Council Notifications****Study Session****Other****Distribution List**

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

mdoval@spokanecity.org

htrautman@spokanecity.org

jrichman@spokanecity.org

dbuller@spokanecity.org

smsimmons@spokanecity.org

## RESOLUTION 2018-0092

### A RESOLUTION DECLARING SURPLUS AND AUTHORIZING ATTACHED REAL PROPERTY PURCHASE, SALE AND EXCHANGE AGREEMENT

WHEREAS, the City of Spokane is the owner of certain property located in the City of Spokane, County of Spokane, State of Washington, and more particularly described in the Exhibit A-1 and A-2 of the attached Real Property Purchase, Sale and Exchange Agreement ("Agreement") between the City of Spokane and Brown Properties ("Property"); and

WHEREAS, the City of Spokane finds that the Property is no longer needed for a public use of the City of Spokane and is hereby declared to be surplus; and

WHEREAS, RCW 35.22.280(3) authorizes the City to dispose of surplus property upon commercially reasonable means; and

WHEREAS, the City of Spokane is required to seek fair market value for the Property.

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. The Property is hereby declared to be surplus City property no longer needed for the present and foreseeable public uses of the City.

2. The Mayor is authorized to execute the attached Agreement and such other documents as are necessary to consummate the transactions contemplated in the Agreement.

ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved as to form:

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

## EXHIBIT "A"

## REAL PROPERTY PURCHASE, SALE AND EXCHANGE AGREEMENT

This Real Property Purchase, Sale and Exchange Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date"), by and between the City of Spokane, a Washington state municipal corporation ("City") and Brown Properties, LLC, a Washington limited liability company ("BP"), and River Bend Property Owners Association, a Washington nonprofit corporation ("Association") (collectively, BP and Association are referred to in this Agreement as "Brown"). The City and Brown may be individually referred to as a "Party" and jointly referred to as "Parties" in this Agreement.

### RECITALS

**WHEREAS**, the City owns certain vacant property located in the City and County of Spokane, Washington, consisting of approximately 27,195 square feet, as more particularly depicted graphically in attached Exhibit A-1 and described in Exhibit A-2 ("City Property");

**WHEREAS**, BP owns certain vacant property located in the City and County of Spokane, Washington (Assessor's Tax Parcel #35174.0006) and the City desires to acquire a portion of such parcel as depicted graphically in Exhibit B-1 and described in Exhibits C-1 ("BP Property");

**WHEREAS**, Association owns certain vacant property located in the City and County of Spokane, Washington (Assessor's Tax Parcel #35174.0608) and the City desires to acquire a portion of such parcel as depicted graphically in Exhibit B-2 and described in Exhibit C-2 ("Association Property"). Collectively, the BP Property and the Association Property are referred to in this Agreement as the "Brown Properties";

**WHEREAS**, pursuant to chapter 8.12 RCW, the City possesses the authority to acquire the Brown Property via eminent domain, but in lieu of condemnation, the Parties have negotiated a settlement that includes the City's sale of the City Property to Brown and Brown's sale of the Brown Property to the City; and

**WHEREAS**, the City Property and the Brown Property may be collectively referred to as the "Exchange Property" in this Agreement.

### AGREEMENT

**NOW THEREFORE**, in consideration of the following terms, conditions and covenants, the Parties agree as follows:

**1. Purchase, Sale and Exchange.** The City and Brown hereby agree to convey and exchange the City Property for the Brown Property and vice versa.

**2. Consideration.** The Parties have concluded, after due diligence by each, that the properties, despite their difference in size, are equivalent in value. Thus, no cash will be exchanged between the Parties with the consideration being the unencumbered fee transfer of the Exchange Property plus other matters set forth in this Agreement.

**3. Escrow and Title Insurance.**



**3.1 Escrow.** The purchase and sale of the Exchange Property shall be accomplished through an escrow ("Escrow") established at Spokane County Title Company, 1010 N. Normandie, Suite 100, Spokane, WA 99201 (509) 326-2626 ("Escrow Holder"). Upon the request of the Escrow Holder, the Parties shall execute any supplemental escrow instructions required by Escrow Holder for the purpose of implementing and carrying out the terms of this Agreement. In the event of a conflict between the terms of this Agreement and the escrow instructions, this Agreement shall control.

**3.2 Close of Escrow.** The purchase and sale of the Exchange Property will close on or before November 30, 2018, or such other date as the Parties may agree upon in writing ("Closing Date").

**3.3 City Title Policies.** Escrow Holder, unless otherwise advised by Brown, or either of them, shall cause a Title Insurance Company ("Title Insurance Company") to issue City an owner's policy of title insurance ("City Title Policy"), with liability in the amount of \$75,000 showing title to each of the Brown Properties vested in City, subject only to the City Permitted Exceptions (as defined below).

**3.4 Brown Title Policy.** Escrow Holder, unless otherwise advised by City, shall cause Title Insurance Company to issue BP an owner's policy of title insurance ("Brown Title Policy"), with liability in the amount of \$75,000 showing title to the City Property vested in BP, subject only to the Brown Permitted Exceptions (as defined below).

**3.5 Permitted Exceptions.** As used in this Agreement, "City Permitted Exceptions" means such matters appearing in the commitments for the City Title Policies as may be approved in writing by City or deemed approved by City as provided in this Agreement. As used in this Agreement, "Brown Permitted Exceptions" means such matters appearing in the commitment for the Brown Title Policy as may be approved in writing by Brown or deemed approved by Brown as provided in this Agreement.

**3.6 Actions of Escrow Holder.** On the Closing Date, Escrow Holder shall perform the following:

**3.6.1 Statutory Warranty Deeds.** Cause Statutory Warranty Deeds, with accompanying excise tax affidavits and any other applicable documents, to be recorded in the official records of the County where the Exchange Property is located, and obtain conformed copies thereof for distribution to the City and Brown.

**3.6.2 Disburse Funds.** Disburse all funds deposited with Escrow Holder as follows (and in the following order):

(1) Pay all closing costs to be paid through Escrow (including, without limitation, recording fees, property and excise taxes, if any, premiums for the City Title Policy and the Brown Title Policy and escrow fees).

(2) Pay, or cause to be removed from title, all mortgages, deeds of trust and other liens.

(3) Disburse any remaining funds to the Parties in accordance with separate wiring or other payment instructions delivered to Escrow Holder.

**3.7 Additional Matters.** Escrow Holder shall:

(1) Direct the Title Insurance Company to issue the City Title Policies to City and the Brown Title Policy to BP.

(2) Deliver to the Parties: (i) conformed copies of the Statutory Warranty Deeds and other recorded documents; (ii) originals of the Closing Documents; (iii) City's closing statement and (iv) Brown's closing statements.

**4. Closing Matters.** The Parties shall execute and deliver to Escrow Holder the following documents, before the Closing Date and, except as otherwise provided below, Escrow Holder shall deliver to the Parties immediately following the Closing Date, the following documents ("Closing Documents"), all in form and substance acceptable to the Parties:

**4.1** Statutory Warranty Deeds, in recordable form, conveying title to each of the Brown Properties to City free and clear of all defects and encumbrances and subject only to the City Permitted Exceptions ("City Deeds"), which shall be recorded at the time of the Closing Date.

Statutory Warranty Deed, in recordable form, conveying title to the City Property to BP free and clear of all defects and encumbrances and subject only to the Brown Permitted Exceptions ("Brown Deed"), which shall be recorded at the time of the Closing Date.

The City Deeds and the Brown Deed are collectively referred to as the "Deeds."

**4.2** Non-foreign person affidavits ("FIRPTA Affidavits") stating that Brown and City are not foreign persons as defined in Section 1445(b)(2) of the Internal Revenue Code.

**4.3** Real Estate Excise Tax Affidavits.

**4.4** All other documents reasonably necessary to effectuate the transactions contemplated by this Agreement.

**5. Closing Costs.**

**5.1 City Closing Costs.** On the Closing Date, City shall pay the following costs:

5.1.1 The cost of a standard owner's policy for the Brown Title Policy.

5.1.2 Prorated real property taxes.

5.1.3 Recording fees for recording of the City Deeds.

5.1.4 Real estate excise taxes applicable to the sale of the City Property (the Parties agree that the sale of City Property is not subject to payment of real estate excise taxes).

5.1.5 One-half of the escrow fees.

5.2 **Brown Closing Costs.** On the Closing Date, BP shall pay the following costs:

5.2.1 The cost of a standard owner's policy for the City Title Policies.

5.2.2 Prorated real property taxes.

5.2.3 Recording fees for recording of the Brown Deed.

5.2.4 Real estate excise taxes applicable to the sale of the Brown Properties, if any.

5.2.5 One-half of the escrow fees.

6. **Conditions Precedent.**

6.1 **City's Conditions.** City's obligation to purchase the Brown Properties and sell the City Property is subject to satisfaction, in its sole discretion, of the conditions set forth below, on or before the dates set forth below, or, if no date is set forth, by the Feasibility Date. As used herein, the term "Feasibility Date" shall mean from the Effective Date until the Closing Date. City may waive in writing any or all of such conditions, without prejudicing or affecting any other rights City may have. If any conditions are not satisfied or waived in the time periods provided or by the Feasibility Date, as applicable, City shall have the right to cancel Escrow, and terminate this Agreement without liability.

6.1.1 **Title Commitment.**

(1) Within twenty (20) business days after the later of the Effective Date of this Agreement or the City's receipt of the commitments for the City Title Policies with copies of all documents referenced in exceptions identified on Schedule B to such commitments ("City's Title Review Period"), City may give written notice to the Brown, or either of them, identifying any title exceptions to the City Title Policies, or either of them, disapproved by City (for purposes of

this Section only, "City's Title Notice"). If City fails to give such notice, City shall be deemed to have approved all title exceptions other than mortgages, deeds of trust, mechanic's liens and similar matters constituting monetary liens, all of which shall be paid in full and removed by Brown at Brown's cost on or before the Closing Date.

(2) If Brown will be unable to remove any of the disapproved title exceptions on or before the Closing Date, then within ten (10) business days after receipt of City's Title Notice, Brown shall give written notice to City identifying the disapproved title exceptions that Brown is unable to remove (for purposes of this Section only, "Brown's Title Notice"). If Brown fails to give such notice, Brown shall be deemed to have agreed to remove the title exceptions disapproved by City.

(3) City shall have until the Closing Date to either: (i) approve the title exceptions identified in Brown's Title Notice that Brown is unable to remove; or (ii) terminate this Agreement and cancel Escrow, by giving written notice of such termination and cancellation to Brown and Escrow Agent. If City fails to deliver such notice to Brown, City shall be deemed to have disapproved of the title exceptions identified in the Brown's Title Notice that Brown is unable to remove.

#### **6.1.2 Due Diligence.**

City shall have thirty (30) days ("Due Diligence Period") after execution of this Agreement to do any and all soil engineering, environmental testing and site investigation as City deems necessary. Upon review of such investigation City may, at its option, terminate this Agreement during the Due Diligence Period.

**6.1.3 Title Policy.** The Title Insurance Company shall have issued, or irrevocably and unconditionally committed to issue, the City Title Policies. There shall have been no material adverse change to the Brown Exchange Property.

**6.1.4 No Pending Actions.** No lawsuit, arbitration or other action, proceeding or claim shall be pending which: (i) seeks to restrain or prevent the sale of the Brown Exchange Property to City; or (2) the outcome of which would have an adverse effect on City's ownership of the Brown Exchange Property.

**6.2 Brown's Conditions.** Brown's obligation to purchase the City Property and sell the Brown Property is subject to satisfaction, in its sole discretion, of the conditions set forth below, on or before the dates set forth below, or, if no date is set forth, by the Feasibility Date. Brown may waive in writing any or all of such conditions, without prejudicing or affecting any other rights Brown may have. If any conditions are not satisfied or waived in the time periods provided or by the Feasibility Date, as applicable, Brown shall have the right to cancel Escrow and terminate this Agreement without liability.

#### **6.2.1 Title Commitment.**

(1) Within twenty (20) business days after the later of the Effective Date of this Agreement or the Brown's receipt of the commitment for the Brown Title Policy with copies of all documents referenced in exceptions identified on Schedule B to such commitments ("Brown's Title Review Period"), Brown may give written notice to City identifying any title exceptions to the Brown Title Policy disapproved by Brown (for purposes of this Section only, the "Brown's Title Notice"). If Brown fails to give such notice, Brown shall be deemed to have approved all title exceptions other than mortgages, deeds of trust, mechanic's liens and similar matters constituting monetary liens, all of which shall be paid in full and removed by City at City's cost on or before the Closing Date. Provided, Brown has already received a copy of Spokane County Title Company's Commitment for Title Insurance, Order No. SP17788, and Special Exceptions 4 and 5 of Schedule B shall be and are hereby deemed Permitted Exceptions by Brown.

(2) If City will be unable to remove any of the disapproved title exceptions on or before the Closing Date, then within ten (10) business days after receipt of Brown's Title Notice, City shall give written notice to Brown identifying the disapproved title exceptions that City is unable to remove (for purposes of this Section only, the "City's Title Notice"). If City fails to give such notice, City shall be deemed to have agreed to remove the title exceptions disapproved by Brown.

(3) Brown shall have until the Closing Date to either: (i) approve the title exceptions identified in the City's Title Notice that City is unable to remove; or (ii) terminate this Agreement and cancel Escrow, by giving written notice of such termination and cancellation to City and Escrow Agent. If Brown fails to deliver such notice to City, Brown shall be deemed to have disapproved the title exceptions identified in the City's Title Notice that City is unable to remove.

#### **6.2.2 Due Diligence.**

Brown shall have until expiration of the Due Diligence Period after execution of this Agreement to do any and all soil engineering, environmental testing and site investigation as Brown deems necessary. Upon review of such investigation, the Brown may, at its option, terminate this Agreement during the Due Diligence Period.

**6.2.3 Title Policy.** The Title Insurance Company shall have issued, or irrevocably and unconditionally committed to issue, the Brown Title Policy. There shall have been no material adverse change to the City Exchange Property.

**6.2.4 No Pending Actions.** No lawsuit, arbitration or other action, proceeding or claim shall be pending which: (i) seeks to restrain or prevent the sale of the City Exchange Property to Brown; or (2) the outcome of which would have an adverse effect on Brown's ownership of the City Exchange Property.

7. **Right of Entry.** Following acceptance of this Agreement, each Party, its agents, employees, contractors or its potential tenants/users may enter the Exchange Property to be purchased by such Party for the purpose of investigating, inspecting, surveying, testing the soil or improvements (including buildings, structures, etc.) and conducting feasibility studies to determine the suitability of such Exchange Property, including improvements for such Party's intended use. The Party entering such the Exchange Property, its agents, contractors or tenants/users shall, in a commercially reasonable manner, have the right to conduct invasive testing or boring, with the prior consent of the Party that owns such Exchange Property, which shall not be unreasonably withheld.

City agrees to indemnify and hold Brown, and each of them, harmless for any loss, cost or expense resulting from damage to the Brown Exchange Property, or injury to persons resulting from the work conducted pursuant to this Section, except and only to the extent such damage is caused by the negligence or intentional acts of Brown or its agents. Brown agrees to indemnify and hold City harmless for any loss, cost or expense resulting from damage to the City Exchange Property, or injury to persons resulting from the work conducted pursuant to this Section, except and only to the extent such damage is caused by the negligence or intentional acts of the City or its agents.

Each Party shall provide the other with reasonable prior written notice of its intent to enter such Exchange Property describing the date of entry, the purpose and activities to be conducted on such Exchange Property. A Party's activity or work on such Exchange Property shall be performed with minimum disturbance to such Exchange Property. Upon completion of the work or activity, such Exchange Property shall be restored to the condition in which it was found.

8. **Cooperation.** The Parties agree to cooperate in the execution of all documents or instruments reasonably necessary to affect the conveyance of the Exchange Property, and such other and further documentation as is required by either Party to perform the obligations of the Parties hereunder.

9. **Consents, Approval, and Agreement.** Any requirement of consent, permission approval or agreement in this Agreement by a Party shall be accomplished in good faith, and in such Party's reasonable discretion.

10. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed delivered when received at the address set forth below.

If to Brown:

Mr. Eric Brown  
6916 S Brookshire Ct  
Spokane, WA 99223  
(509) 979-3862

If to City:

Mr. Dan Buller  
City of Spokane  
808 W Spokane Falls Blvd  
Spokane, WA 99201  
(509) 625-6064

11. **Possession.** City shall be entitled to possession of the Brown Exchange Property on the Closing Date, and Brown shall be entitled to possession of the City Exchange Property on the Closing Date.

12. **Time.** Time is of the essence with respect to this Agreement. If the date for any performance under this Agreement falls on a weekend or a holiday, the time for such performance shall extend to the next business day.

13. **Default.** If either party breaches its obligation to purchase the Property in accordance with the terms of this Agreement and Escrow fails to close by reason of such breach, then the non-breaching Party's sole remedy for such breach shall be to terminate this Agreement.

14. **Entire Agreement and Modification.** This written Agreement constitutes the entire and complete Agreement between the Parties hereto and supersedes any prior oral or written agreements between the Parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth. No modifications of this Agreement and waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the Parties hereto.

15. **Binding Effect and Governing Law.** All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. This Agreement shall be governed by the laws of the State of Washington.

16. **Attorneys' Fees.** If any action is brought by either Party against the other party related to the enforcement of this Agreement or any document or instrument delivered pursuant hereto, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action or any appeal thereof. For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the Parties hereto, which may include expert witness fees, printing, duplicating and other expenses, delivery charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.



17. **As-Is Sale.** THE PARTIES HEREBY AGREE AND ACKNOWLEDGE THAT EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, (I) THEY ARE BUYING THEIR RESPECTIVE PORTIONS OF THE EXCHANGE PROPERTY ON AN "AS-IS" BASIS; (II) THEY HAVE MADE OR WILL HAVE MADE THEIR OWN INVESTIGATIONS AND INSPECTIONS OF THE EXCHANGE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL ASPECTS OF THE EXCHANGE PROPERTY AND THE EXCHANGE PROPERTY'S COMPLIANCE WITH ALL LAWS APPLICABLE TO THE EXCHANGE PROPERTY'S CURRENT OR INTENDED USE OR DEVELOPMENT; (III) THEY ARE RELYING SOLELY ON SUCH REPORTS AND THEIR OWN INVESTIGATIONS AS TO THE EXCHANGE PROPERTY, ITS CONDITION AND OTHER CHARACTERISTICS AND COMPLIANCE WITH LAWS; AND (IV) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, THEY ARE NOT MAKING THE PURCHASE OF THE EXCHANGE PROPERTY IN RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS, EXPRESS OR IMPLIED, MADE BY THE OTHER PARTY, AS TO THE CONDITION OF OR CHARACTERISTICS OF THE EXCHANGE PROPERTY, ITS FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, THE EXCHANGE PROPERTY'S COMPLIANCE WITH ANY ZONING OR OTHER RULES, REGULATIONS, LAWS OR STATUTES APPLICABLE TO THE EXCHANGE PROPERTY, OR THE USES PERMITTED ON, OR THE DEVELOPMENT REQUIREMENTS FOR, OR ANY OTHER MATTERS RELATING TO THE EXCHANGE PROPERTY.

18. **Representations and Warranties.** The Parties make the following representations and warranties, each of which is material and relied upon by the other Party. The provisions of this Section will survive Close of Escrow.

18.1 **Environmental.** Except as set forth in this Section, the Parties make no representations or warranties of any kind concerning the environmental condition of the Exchange Property being sold by such Party. All material environmental studies and audits conducted in relation to the Exchange Property in the last five (5) years of which a Party has custody or control has been delivered, or made available for review (and to copy) to the other Party. Notwithstanding any other provisions of this Agreement, the Parties acknowledge and agree that the representations and warranties contained in this Section are the only representations and warranties given by the Parties with respect to environmental matters or compliance with environmental laws and hazardous substances and no other provisions of this Agreement shall be interpreted as containing any representation or warranty with respect thereto.

18.2 **Binding Agreements, Authority, and Conflicts.** This Agreement and all exhibits and documents to be delivered by the Parties pursuant to this Agreement have been duly executed and delivered by the Parties and constitute the valid and binding obligations of the Parties, enforceable in accordance with their terms. Each Party has all necessary authority, has taken all action necessary to enter into this Agreement and to consummate the transactions contemplated hereby, and to perform its obligations hereunder. The execution, delivery and performance of this Agreement will not conflict with or constitute a breach or default under the organizational documents of the Parties and, to each Party's knowledge, (i) any material instrument, contract, or other agreement to which a Party is a party which affects the portion of the Exchange Property being sold by such Party; or (ii) any statute or any regulation, order, judgment or decree of any court or governmental authority.

**18.3 Sole Owner.** City is the sole fee owner of the City Exchange Property and has good and marketable title thereto. BP is the sole fee owner of the BP Property and has good and marketable title thereto. Association is the sole fee owner of the Association Property and has good and marketable title thereto.

**18.4 Governmental Compliance.** The Parties have not received written notice of any violation of any statute, law, ordinance or regulation of any governmental authority that would require remedial action by the other Party or would require repairs or alterations to the portion of the Exchange Property being purchased by the other Party.

**18.5 Condemnation.** There is no pending or, to each Party's knowledge, threatened condemnation affecting the portion of the Exchange Property being sold by such Party. There is no pending or, to each Party's knowledge, threatened proceedings that would adversely affect access to the portion of the Exchange Property being sold by such Party.

**18.6 Litigation.** There is no claim, suit, action, governmental investigation, litigation, arbitration, legal or administrative proceeding of any kind currently pending against any Party with respect to the portion of the Exchange Property being sold by each Party, and the portion of the Exchange Property being sold by each Party is not subject to any outstanding order, writ, or decree of any court or other governmental authority. The Parties have not commenced any claim, suit, action or other proceeding of any kind against a third party with respect to the portion of the Exchange Property being sold by each Party.

**19. Survival.** All provisions of this Agreement which by their terms would survive the Close of Escrow shall survive the Close of Escrow and not be merged with the Deeds.

**20. Assignment.** Neither Party may assign its interest in this Agreement without the written consent of the other Party.

**21. Commission.** If any real estate brokerage commission or fee is payable, the Party that incurred the obligation shall indemnify and hold harmless the other from and against any and all claims and payments for any real estate commission fees which are due and owing on the sale of the Exchange Property.

**22. Legal Lot.** The Parties will cooperate in completing such documentation and applications as may be reasonably necessary to establish the City Property and each of the Brown Properties as separate parcels capable of being conveyed under Washington laws regarding the subdivision of property.

The City shall diligently pursue such subdivision approval and pay all the costs thereof. At the Closing Date, the City shall ensure the City Property is a legal lot under applicable state and local subdivision laws and regulations and Brown shall cooperate with the City in ensuring that the Brown Properties are legal lots under applicable state and local laws.

**23. Condition.** This Agreement is conditioned upon Brown and City's mutual execution of the Second Amendment of Purchase and Sale Agreement, to be executed in approximately the same form and content as attached hereto as Exhibit D.

In witness whereof, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF SPOKANE

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

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

RIVER BEND PROPERTY OWNERS  
ASSOCIATION



By: Eric R. Brown

Its: President

BROWN PROPERTIES, LLC



By: Eric R. Brown

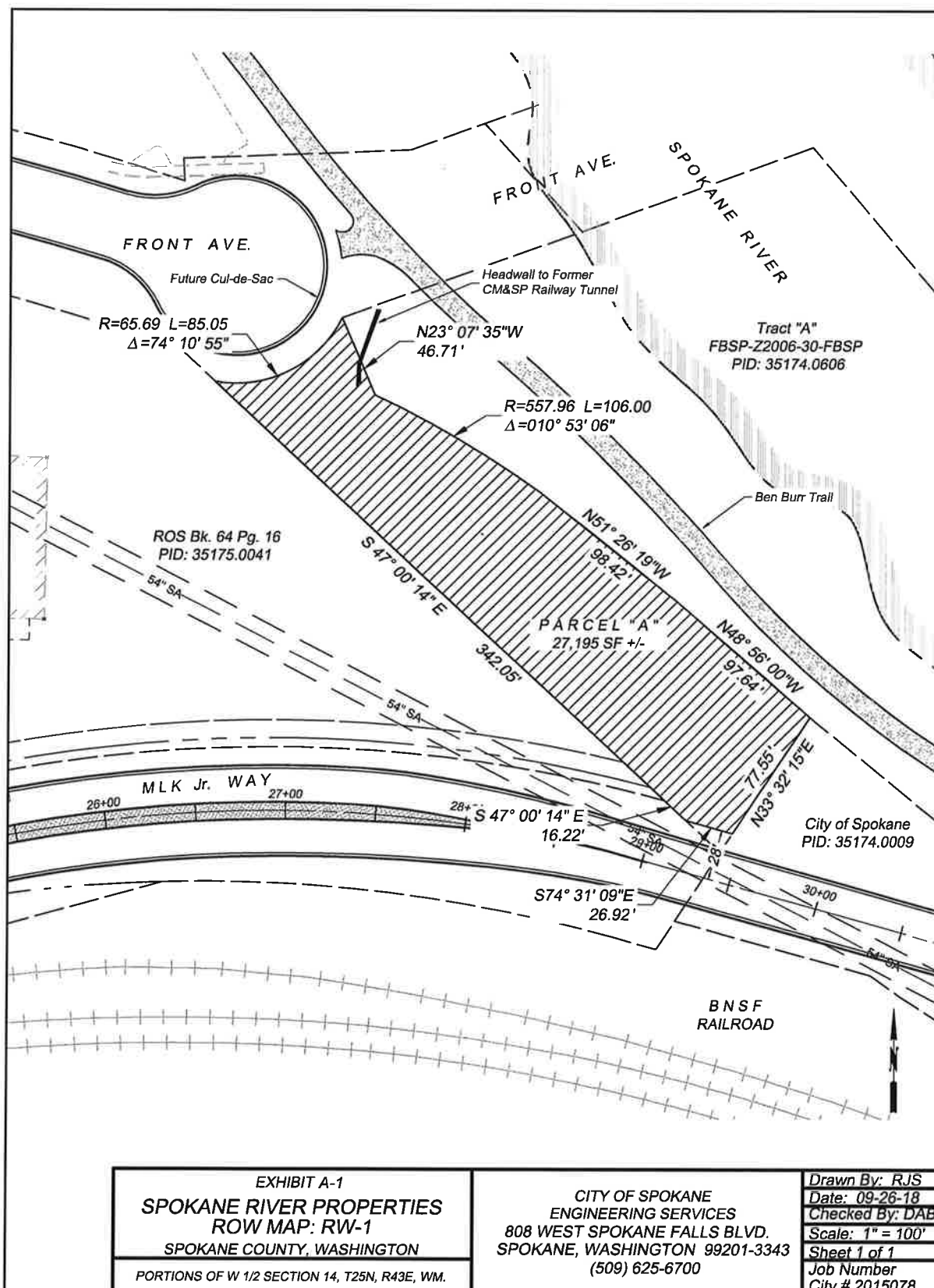
Its: Manager

Attest:

Approved as to form:

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

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



**Exhibit A-2**

**LEGAL DESCRIPTION  
CITY PROPERTY**

THAT PORTION OF THE SE1/4 OF SECTION 17, TOWNSHIP 25 NORTH,  
RANGE 43 EAST, W.M., CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF  
WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY MOST CORNER OF THAT PARCEL CONVEYED TO  
THE CITY OF SPOKANE BY THE WARRANTY DEED RECORDED DECEMBER 29, 1989,  
AS AUDITOR'S FILE NO. 8912290405, (PARCEL "A"), AND BEING THE WESTERLY MOST  
CORNER OF THAT PARCEL CONVEYED TO THE CITY OF SPOKANE BY THE QUIT  
CLAIM DEED RECORDED DECEMBER 29, 1989, AS AUDITOR'S FILE NO. 8912290404,  
(PARCEL "B"), AND BEING THE EASTERLY MOST CORNER OF THAT PARCEL  
CONVEYED TO THE CITY OF SPOKANE BY THE RIGHT OF WAY DEDICATION DEED  
RECORDED AUGUST 30, 2010, AS AUDITOR'S FILE NO. 5929789, (PARCEL "C"), AND  
BEING THE NORTHERLY MOST CORNER OF THAT PARCEL CONVEYED TO THE CITY  
OF SPOKANE BY THE QUITCLAIM DEED RECORDED FEBRUARY 12, 2016, AS  
AUDITOR'S FILE NO. 6473910, (PARCEL "D"); THENCE ALONG THE COMMON  
BOUNDARY OF SAID PARCELS "A" AND "B" THE FOLLOWING TWO (2) COURSES:

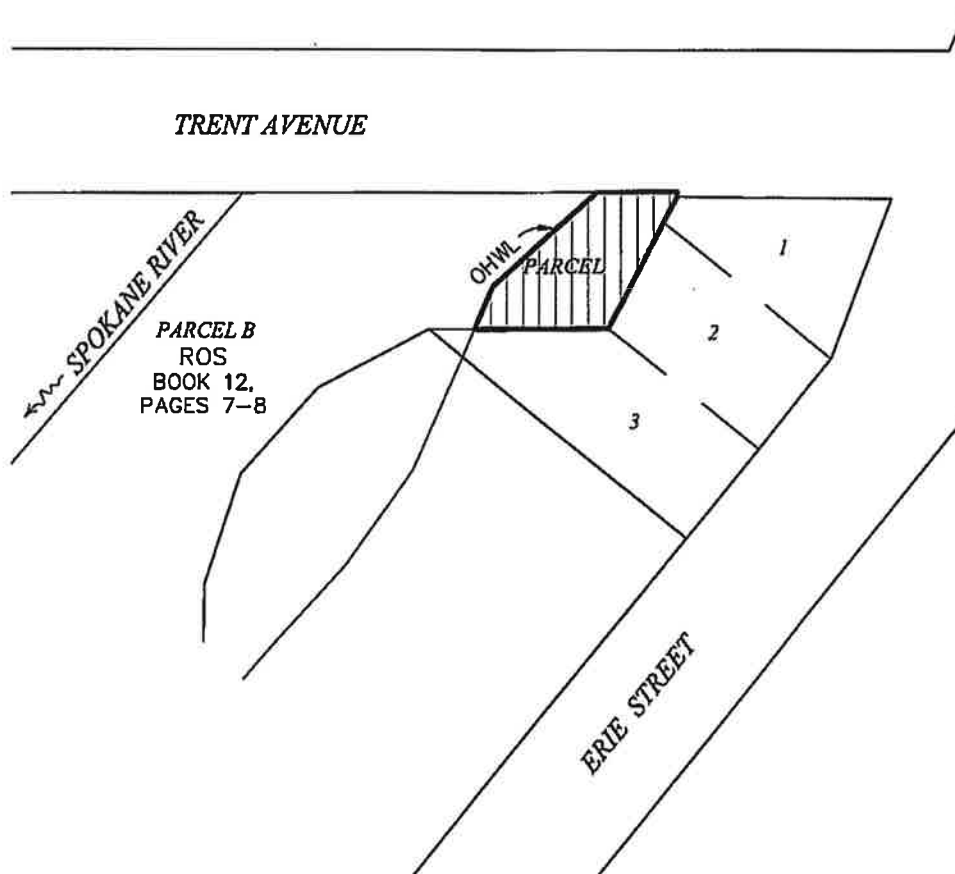
1) NORTH 33°32'14" EAST 12.61 FEET TO THE **TRUE POINT OF BEGINNING**;  
2) CONTINUING NORTH 33°32'14" EAST 77.55 FEET TO A POINT ON THE  
SOUTHWESTERLY BOUNDARY OF BINDING SITE PLAN OF SPOKANE RIVER  
PROPERTIES, Z2006-30-FBSP, RECORDED IN BOOK 3 OF BINDING SITE PLANS, AT  
PAGES 57 AND 58; THENCE ALONG SAID SOUTHWESTERLY BOUNDARY THE  
FOLLOWING FOUR (4) CALLS:

1) NORTH 48°56'00" WEST 97.64 FEET;  
2) NORTH 51°26'19" WEST 98.42 FEET TO A POINT ON A 557.96 FOOT RADIUS  
NONTANGENT CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, THE CENTER OF  
CIRCLE OF WHICH BEARS SOUTH 36°04'10" WEST;  
3) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE  
OF 10°53'06", 106.00 FEET;  
4) ALONG A NONTANGENT LINE, NORTH 23°07'35" WEST 46.71 FEET TO A POINT ON A  
65.69 FOOT RADIUS NONTANGENT CURVE TO THE RIGHT, CONCAVE  
NORTHWESTERLY, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 63°42'44"  
WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A  
CENTRAL ANGLE OF 74°10'55", 85.05 FEET TO A POINT ON THE SOUTHWESTERLY  
BOUNDARY OF SAID PARCEL "A"; THENCE ALONG SAID SOUTHWESTERLY  
BOUNDARY OF PARCEL "A" THE FOLLOWING TWO (2) CALLS:

1) SOUTH 47°00'14" EAST 342.05 FEET TO AN ANGLE POINT ON THE  
NORTHEASTERLY BOUNDARY OF SAID PARCEL "C";  
2) ALONG SAID NORTHEASTERLY BOUNDARY OF SAID PARCEL "C", CONTINUING  
SOUTH 47°00'14" EAST 16.22 FEET; THENCE LEAVING SAID BOUNDARY LINES, SOUTH  
74°31'09" EAST 26.92 FEET TO THE **TRUE POINT OF BEGINNING**;

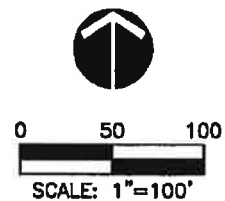
CONTAINING 27,195 SQUARE FEET, MORE OR LESS.

# EXHIBIT B-1

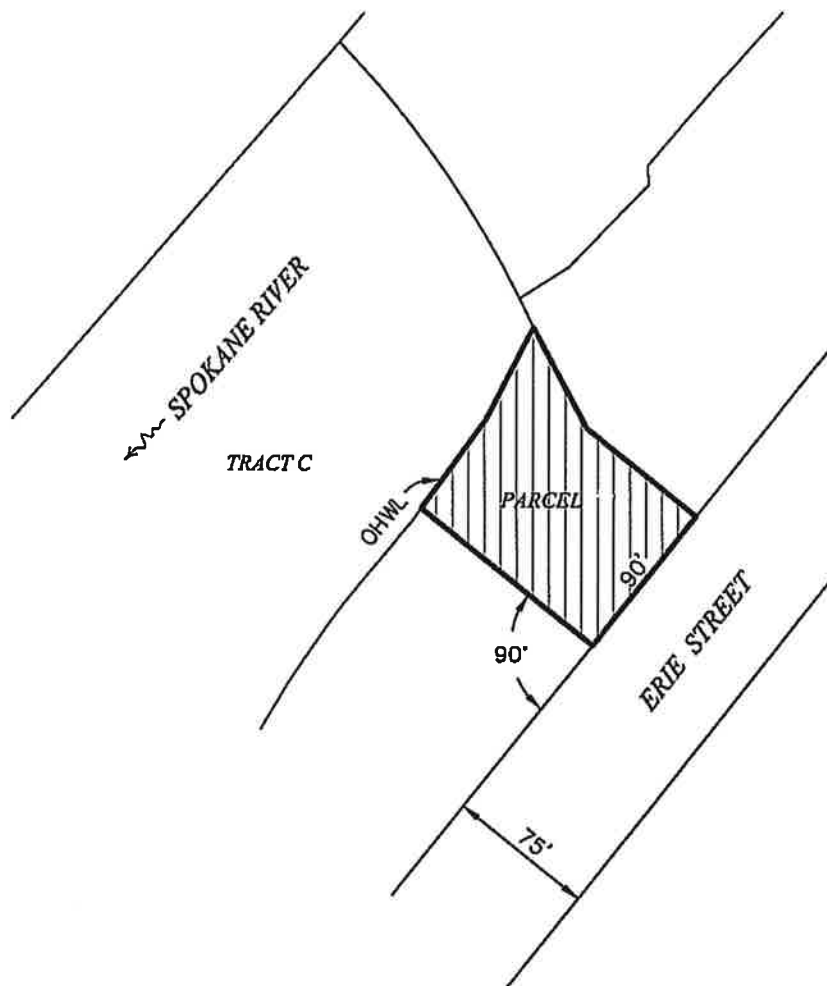


LEGAL EXHIBITS.DWG JDH 11-27-2012

**AC**  
Adams & Clark, Inc.  
1720 W. Fourth Ave.  
Spokane, WA 99201-5302  
(509) 747-4600 F(509) 747-8913  
www.adamsandclark.com  
Project No. 2018-01-089

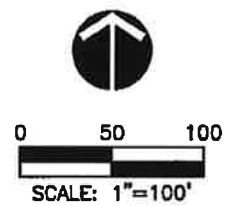


## EXHIBIT B-2



LEGAL EXHIBITS.DWG JDH 11-27-2012

**AC**  
Adams & Clark, Inc.  
1720 W. Fourth Ave.  
Spokane, WA 99201-5302  
(509) 747-4600 F(509) 747-8913  
[www.adamsandclark.com](http://www.adamsandclark.com)  
Project No. 2018-01-089





**EXHIBIT C-1**

**LEGAL DESCRIPTION  
BROWN PROPERTY**

That portion of Parcel B of Record of Survey filed in Book 12 of Surveys, pages 7 and 8, located in the SE1/4 of Section 17, Township 25 North, Range 43 East, W.M., City of Spokane, Spokane County, Washington, described as follows:

**BEGINNING** at a point on the Ordinary High Water Line of the Spokane River on the south right-of-way line of Trent Avenue; thence easterly to the northwest corner of Lot 1, Block 19 of Dennis and Bradley's Addition, according to plat recorded in Book A of Plats, Page 160; thence southwesterly, along the westerly line of lots 1 and 2 of said Block 19, to the westerlymost corner of said Lot 2; thence westerly, along the northerly line of Lot 3 of said Block 19, to the Ordinary High Water Line of the Spokane River; thence along said Ordinary High Water Line in a northeasterly direction to the point of **BEGINNING**.

## **EXHIBIT C-2**

### **LEGAL DESCRIPTION BROWN PROPERTY**

That portion of Tract C of Binding Site Plan of Spokane River Properties Z2006-30-FBSP, located in the SE1/4 of Section 17, Township 25 North, Range 43 East, W.M., City of Spokane, Spokane County, Washington, according to said Binding Site Plan recorded in Book 3 of Binding Site Plans, pages 57 and 58, described as follows:

**BEGINNING** on the northeasterly line of said Tract C on the Ordinary High Water Line of the Spokane River; thence southeasterly, along said northeasterly line, to the most easterly corner of said Tract C, a point on the northwesterly right-of-way line of Erie Street; thence southwest along said northwesterly right-of-way line and the southeasterly line of said Tract C, 90.00 feet; thence along a line in a northwesterly direction, perpendicular to the southeasterly line of said Tract C, to the Ordinary High Water Line of the Spokane River; thence northeasterly, along the Ordinary High Water Line of the Spokane River to the point of **BEGINNING**.

Exhibit D

Second Amendment of Purchase and Sale Agreement

**SECOND AMENDMENT OF  
PURCHASE AND SALE AGREEMENT**

---

This Second Amendment ("Amendment") is entered into as of \_\_\_\_\_, 2018 (the "Effective Date"), by and between the CITY OF SPOKANE, a Washington State municipal corporation ("City"), and Brown Properties, LLC, a Washington limited liability company, and River Bend Property Owners Association, a Washington nonprofit corporation (collectively "Brown"), and jointly referred to as "Parties".

Whereas, the Parties previously entered into a Purchase and Sale Agreement signed by Brown on or about December 4, 2015 and signed by the City on or about January 7, 2016, for the sale and purchase of certain property necessary for construction of a portion of the Martin Luther King Jr Blvd project (the "Agreement"); and

Whereas, the parties wish to amend the Agreement;

NOW, THEREFORE, the parties agree as follows:

1. **CONTRACT DOCUMENTS.** The Agreement 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 for elsewhere in this Amendment.
2. **AMENDMENT.** Exhibit C is amended per the attached to remove Exhibit Legend #4 which referred to areas of Erie Street Vacation that would revert to the Brown entity owning the adjacent real property, which area is now depicted in new amended Exhibit D.
3. **AMENDMENT.** Exhibit D is amended per the attached.

In witness whereof, the Buyer and Seller have signed this Amendment effective as of the date first hereinabove written.

CITY OF SPOKANE

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

**RIVER BEND PROPERTY OWNERS  
ASSOCIATION**

**BROWN PROPERTIES, LLC**

---

**By: Eric R. Brown**  
**Its: President**

---

**By: Eric R. Brown**  
**Its: Manager**

**Attest:**

**Approved as to form:**

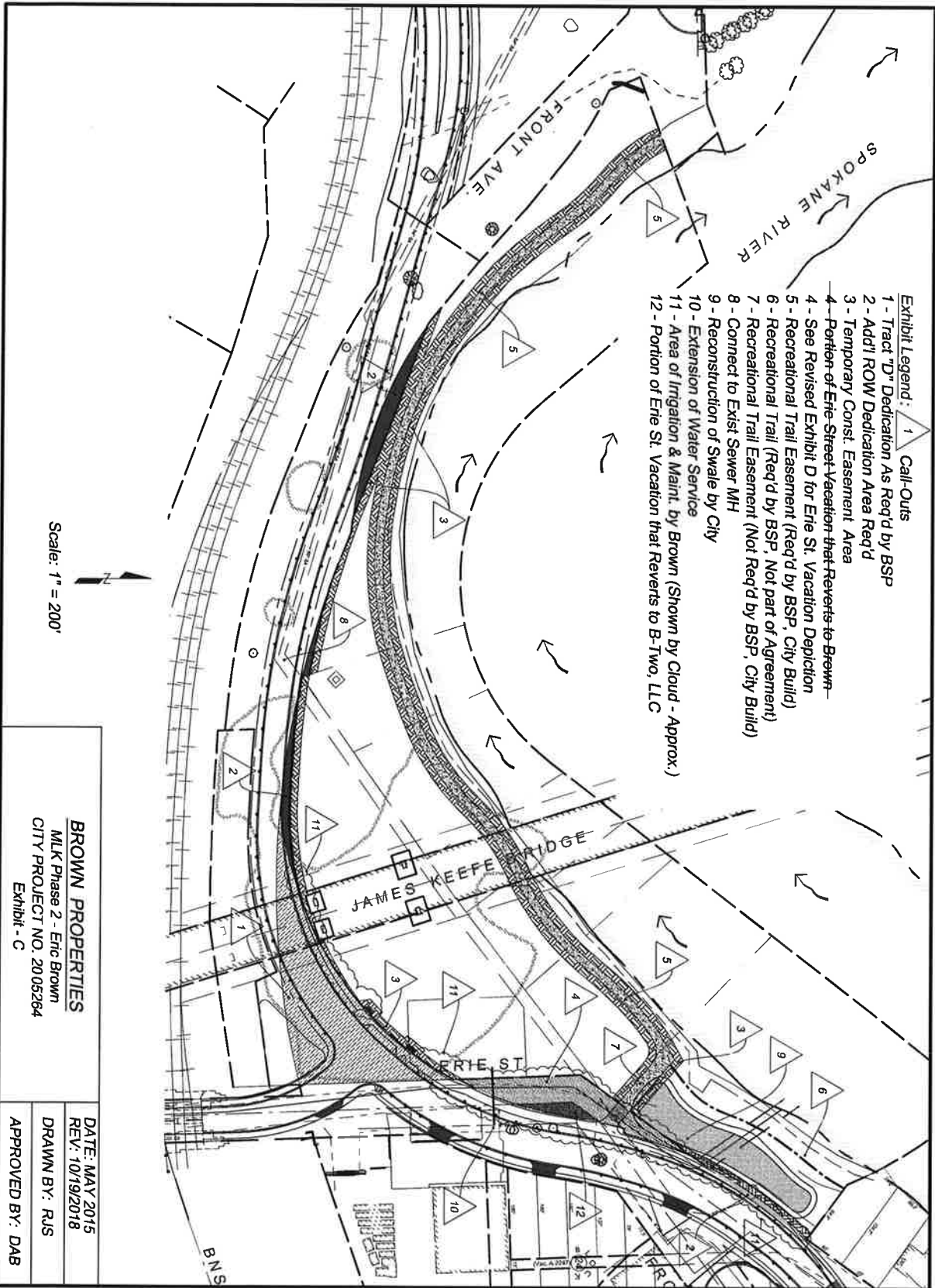
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**City Clerk**

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**Assistant City Attorney**

I:\SPODOCS\40898\00001\REAL\1751062



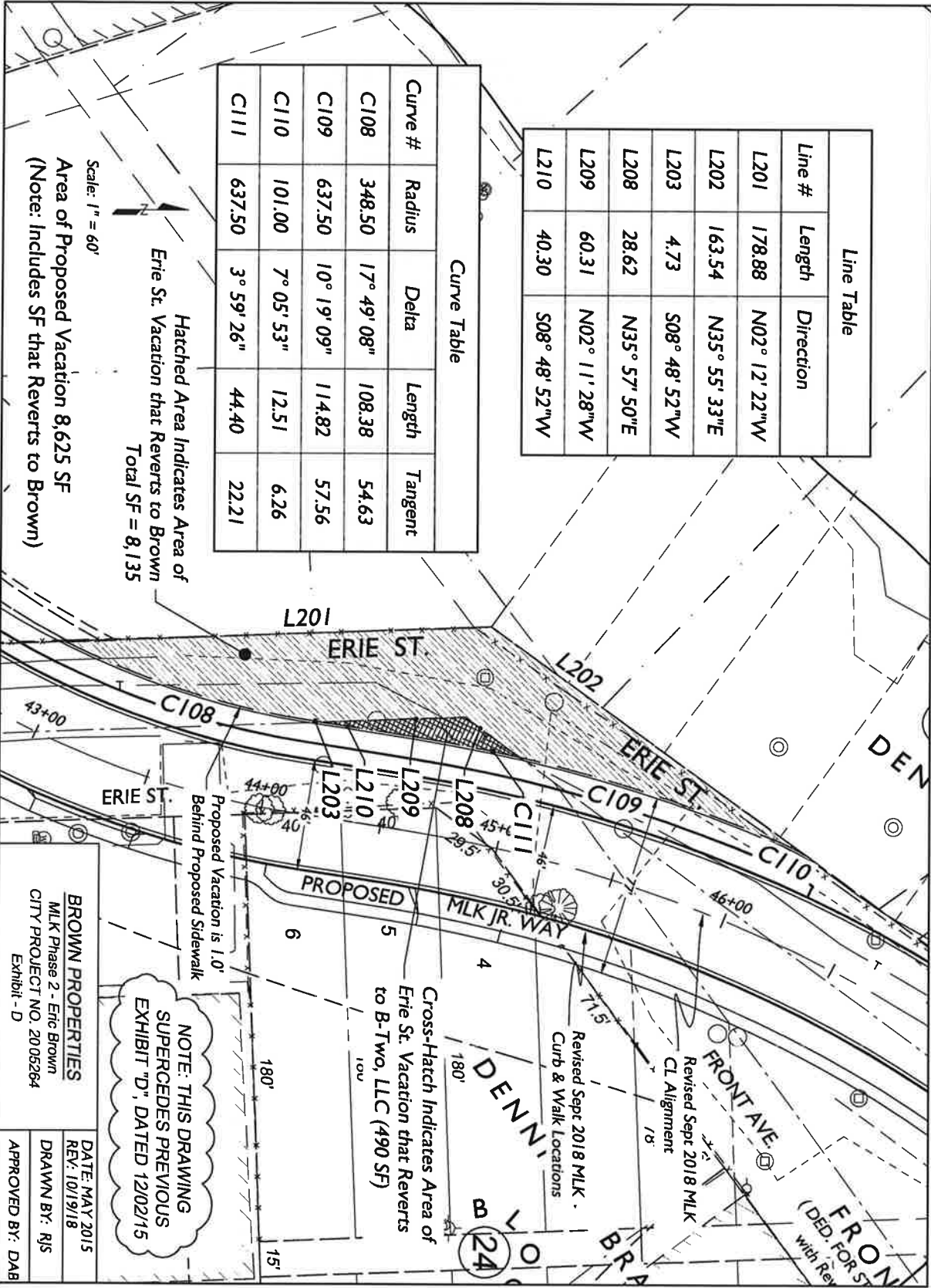
- Exhibit Legend:**
- 1 - Call-Outs
  - 1 - Tract "D" Dedication As Req'd by BSP
  - 2 - Add'l ROW Dedication Area Req'd
  - 3 - Temporary Const. Easement Area
  - 4 - Portion of Erie Street Vacation that Reverts to Brown
  - 5 - See Revised Exhibit D for Erie St. Vacation Depiction
  - 6 - Recreational Trail Easement (Req'd by BSP, City Build)
  - 7 - Recreational Trail Easement (Not Req'd by BSP, City Build)
  - 8 - Connect to Exist Sewer MH
  - 9 - Reconstruction of Swale by City
  - 10 - Extension of Water Service
  - 11 - Area of Irrigation & Maint. by Brown (Shown by Cloud - Approx.)
  - 12 - Portion of Erie St. Vacation that Reverts to B-Two, LLC

Scale: 1" = 200'

BROWN PROPERTIES	
MLK Phase 2 - Erie Brown	
CITY PROJECT NO. 2005264	
Exhibit - C	
DATE: MAY 2015	REV: 10/19/2018
DRAWN BY: RJS	
APPROVED BY: DAB	

Line Table		
Line #	Length	Direction
L201	178.88	N02° 12' 22" W
L202	163.54	N35° 55' 33" E
L203	4.73	S08° 48' 52" W
L208	28.62	N35° 57' 50" E
L209	60.31	N02° 11' 28" W
L210	40.30	S08° 48' 52" W

Curve Table				
Curve #	Radius	Delta	Length	Tangent
C108	348.50	17° 49' 08"	108.38	54.63
C109	637.50	10° 19' 09"	114.82	57.56
C110	101.00	7° 05' 53"	12.51	6.26
C111	637.50	3° 59' 26"	44.40	22.21



Scale: 1" = 60'

Hatched Area Indicates Area of  
Erie St. Vacation that Reverts to Brown  
Total SF = 8,135

Area of Proposed Vacation 8,625 SF  
(Note: Includes SF that Reverts to Brown)

**BROWN PROPERTIES**  
MLK Phase 2 - Eric Brown  
CITY PROJECT NO. 2006264  
Exhibit - D

DATE: MAY 2015  
REV: 10/19/18  
DRAWN BY: RJS  
APPROVED BY: DAB

NOTE: THIS DRAWING  
SUPERCEDES PREVIOUS  
EXHIBIT "D", DATED 12/02/15

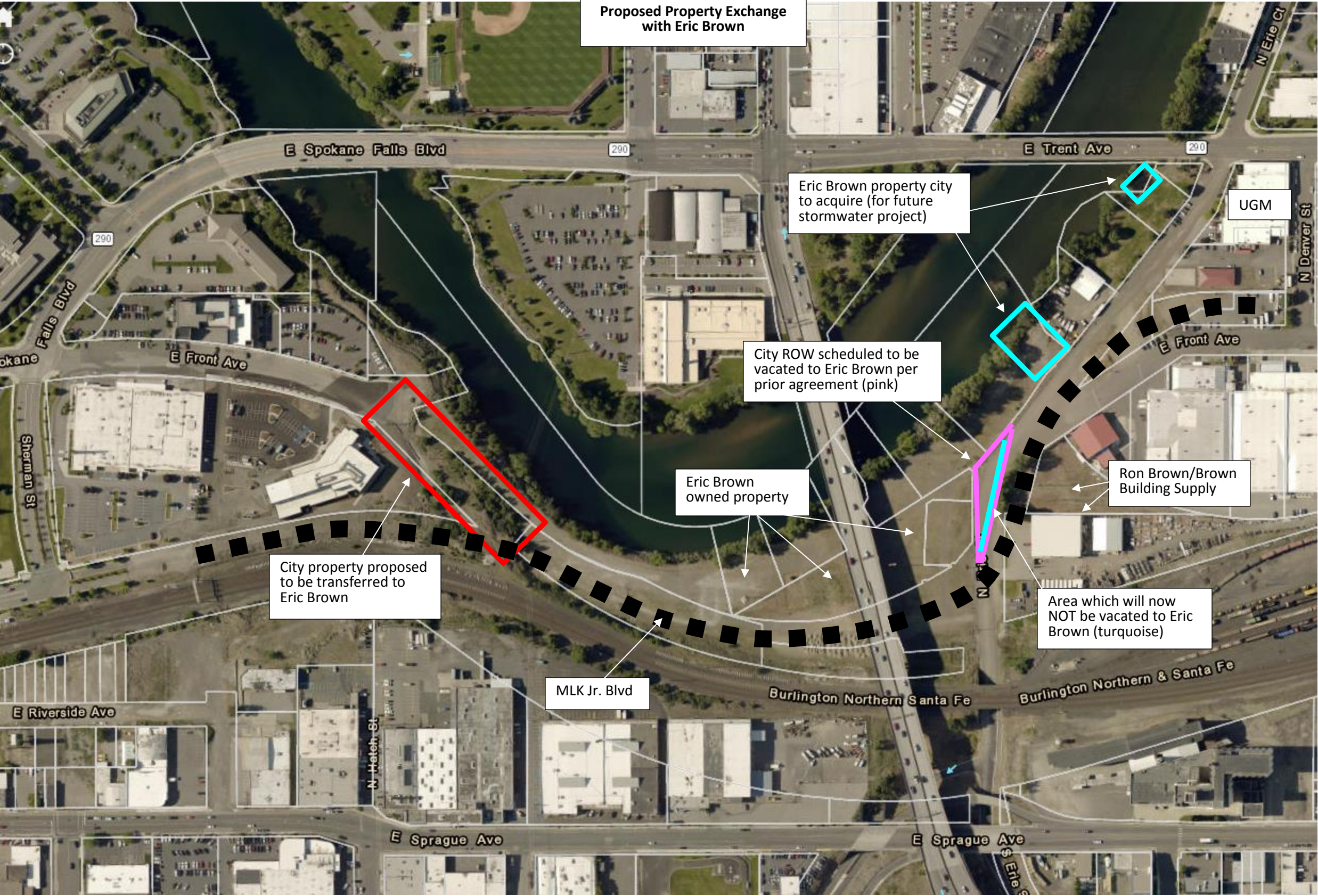
Cross-Hatch Indicates Area of  
Erie St. Vacation that Reverts  
to B-Two, LLC (490 SF)

Revised Sept 2018 MLK  
Curb & Walk Locations

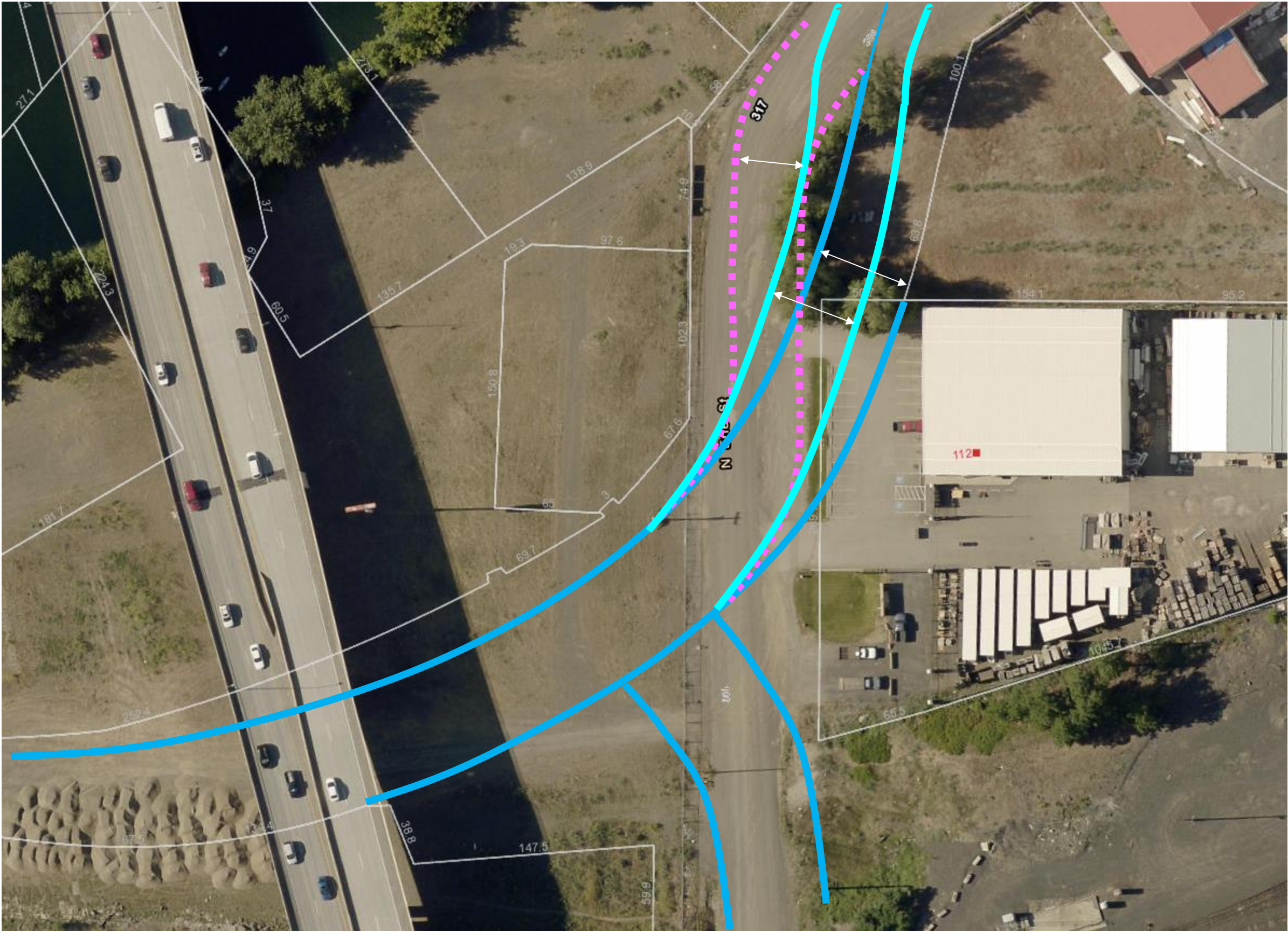
Revised Sept 2018 MLK  
CL Alignment

FRONT AVE  
(DED. FOR ST  
with Rev











**Agenda Sheet for City Council Meeting of:**  
10/29/2018

<b>Date Rec'd</b>	10/17/2018
<b>Clerk's File #</b>	ORD C35685
<b>Renews #</b>	

<b>Submitting Dept</b>	TAX & LICENSING/AUDIT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	CRYSTAL X6369	<b>Project #</b>	
<b>Contact E-Mail</b>	CMARCHAND@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0410 - BUSINESS REGISTRATION FEE ANNUAL ADJUSTMENT		

**Agenda Wording**

An ordinance amending SMC 08.02.0206 relating to the adjustment of the City of Spokane's Business Registration Fee.

**Summary (Background)**

SMC 08.02.0206 provides that the business registration fees shall be adjusted for an amount equal to the consumer price index of the previous July-July time frame and that the newly determined fees shall be presented to the City Council for approval. The fee adjustment only applies to the base fee; personnel fees will not be impacted. This ordinance will increase the regular business registration basic fee from \$113 to \$117, and the reduced fee from \$56.50 to \$58.50, per twelve-month period.

<b><u>Fiscal Impact</u></b>		Grant related? NO	<b><u>Budget Account</u></b>
		Public Works? NO	
Revenue	\$ 76,000		# 0020-88100-99999-32192-99999
Select	\$		#
Select	\$		#
Select	\$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	MARCHAND, CRYSTAL	<b><u>Study Session</u></b>	10/15/18 Sustainable
<b><u>Division Director</u></b>	STOPHER, SALLY	<b><u>Other</u></b>	
<b><u>Finance</u></b>	HUGHES, MICHELLE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	cmarchand@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	gcooley@spokanecity.org	
<b><u>Additional Approvals</u></b>		Tax&Licenses@spokanecity.org	
<b><u>Purchasing</u></b>		jahensley@spokanecity.org	
<b><u>CITY COUNCIL</u></b>	MCDANIEL, ADAM	mredd@spokanecity.org	



## Briefing Paper

### SUSTAINABLE RESOURCES COMMITTEE

<b>Division &amp; Department:</b>	Finance
<b>Subject:</b>	Business Registration Annual Fee Adjustment per SMC 08.02.0206
<b>Date:</b>	10/15/2018
<b>Contact (email &amp; phone):</b>	<a href="mailto:jahensley@spokanecity.org">jahensley@spokanecity.org</a> ; 625-6074 (Jake Hensley, Treasury Manager)
<b>City Council Sponsor:</b>	Candace Mumm
<b>Executive Sponsor:</b>	Crystal Marchand
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	N/A
<b>Deadline:</b>	Review annually prior to January per SMC 08.02.0206
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Determination of 2019 Business Registration Fee Amount
<p><b>Background/History:</b> SMC 08.02.0206 states: “Effective January 1, 2011, and the first of January of each year thereafter, the various business registration fees set forth above shall be adjusted by the City of Spokane Treasurer’s Office for an amount equal to the consumer price index adjustment of the previous July – July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded up to the nearest dollar. In addition, the adjusted fees shall be presented to the City Council for approval and a copy of the approved fees filed with the City Treasurer before becoming effective. The annual fee adjustment shall not apply to the additional fee per personnel set forth in subsection (C) of this section.”</p> <p>As noted in the above SMC, the CPI increase only applies to the basic registration fee and not to the personnel fees. <b>The regular registration fee is currently \$113. Businesses qualifying for a reduced fee license currently pay \$56.50.</b></p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>The CPI figures for July – July (CPI-U = 2.9%; CPI-W = 3.2 %) would result in a 3.05% increase in the basic registration fee.</li> <li>If adjusted, the new registration fees would be:  <b>Regular business registration fee – from \$113 to \$117</b> (rounded up from \$116.45)  <b>Reduced registration fee – from \$56.50 to \$58.50</b> (50% of Regular fee)</li> <li>Business registration fees were last adjusted in 2015.</li> <li>If Council were to move forward with this adjustment, BLS requires <b>seventy-five (75) days</b> advance notice. That would make for an <b>effective date of January 1<sup>st</sup></b> if we bring this forward for Council action now.</li> <li>This change would generate approximately \$76,000 in new revenue for 2019.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p>	

Other budget impacts: revenue generating

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required: n/a

Known challenges/barriers: n/a

ORDINANCE C35685

An ordinance relating to the adjustment of the City of Spokane's Business Registration Fee; amending SMC 08.02.0206; and

WHEREAS, SMC 08.02.0206 provides for an annual adjustment for Business Registration fees, and

WHEREAS, this Annual Fee adjustment is based on the previous years' increase in the Consumer Price Index (CPI); and

WHEREAS, The CPI figures for July – July (CPI-U = 2.9%; CPI-W = 3.2 %) would result in a 3.05% increase in the basic registration fee; and

WHEREAS, if approved, the new Business Registration fees would be:

Regular business registration fee = \$117

Reduced registration fee and Temporary registration = \$58.50

-- Now, therefore:

The City of Spokane does ordain:

That SMC 08.02.0206 Business Registration is amended to read as follows:

1. A regular business registration basic fee is one hundred seventeen dollars (\$117) per twelve-month period.
2. The basic fee for a nonresident business registration is one hundred seventeen dollars (\$117) per twelve-month period.

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:**  
10/29/2018

<b>Date Rec'd</b>	10/17/2018
<b>Clerk's File #</b>	ORD C35691
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	CANDACE MUMM 6256
<b>Contact E-Mail</b>	CMUMM@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	0320 - ORDINANCE REQUIRING DESTRUCTION OF CITY-OWNED FORFEITED FIREARMS

**Agenda Wording**

An ordinance requiring the destruction of forfeited and abandoned firearms in the City's possession; enacting a new section 12.05.060 of the Spokane Municipal Code.

**Summary (Background)**

In 1993, the City Council adopted a resolution requiring the destruction of pistols in the possession of the Police Dept. by judicial forfeiture. In 1994, the state legislature removed the statutory distinction between pistols and rifles for this purpose. Some firearms which have been resold by police departments have been involved in crimes and suicides, and the City of Spokane intends to help prevent gun violence in Spokane by mandating the destruction of seized or forfeited firearms.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>
Expense	\$ 8,400 annually on average	# various
Select	\$	#
Select	\$	#
Select	\$	#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	MCDANIEL, ADAM	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>		<b><u>Other</u></b> PSCH Comm., 10/8/2018
<b><u>Finance</u></b>	HUGHES, MICHELLE	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	DALTON, PAT	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	
<b><u>Additional Approvals</u></b>		
<b><u>Purchasing</u></b>		
<b><u>CITY COUNCIL</u></b>	MCDANIEL, ADAM	

## **ORDINANCE NO. C35691**

An ordinance requiring the destruction of forfeited and abandoned firearms in the City's possession; enacting a new section 12.05.060 of the Spokane Municipal Code.

**WHEREAS**, gun violence is a persistent problem across the United States, and Spokane is no exception; and

**WHEREAS**, under current practice, when the Spokane Police Department takes possession of firearms subject to a judicial forfeiture order, it auctions off the "long guns" (*i.e.*, rifles), and destroys pistols and automatic and illegal weapons; and

**WHEREAS**, several jurisdictions which have auctioned off or traded seized or forfeited firearms have seen those same guns later involved in crimes, threats, or suicides, as revealed by an Associated Press article examining firearms sales by law enforcement agencies since 2011 and published in the Kitsap Sun in January of 2018; and

**WHEREAS**, in 1993, the Spokane City Council adopted Resolution 1993-0118 (Dec. 20, 1993), which required that seized or forfeited "short firearms" (*i.e.*, pistols) were to be destroyed, and not resold into the hands of the public; and

**WHEREAS**, in 1994, the state legislature amended the definition of "firearms" to remove the distinction between pistols and rifles for purposes of the authority of municipal governments to destroy both rifles and pistols subject to a judicial forfeiture order; and

**WHEREAS**, from 2011 to 2018, inclusive, the City of Spokane has realized approximately \$16,787 in proceeds from the sale of forfeited firearms, and those proceeds have ranged from approximately \$633 to approximately \$7,488; and

**WHEREAS**, consistent with Resolution 1993-0118 (Dec. 20, 1993), the City of Spokane intends to do all it can to prevent and reduce crimes involving firearms in Spokane and has determined that destroying all seized or forfeited firearms rather than reselling or trading them to the public or to gun dealers is a simple, sensible, and effective way to reduce access to firearms and help reduce and prevent gun violence in Spokane.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That there is enacted a new section 12.05.060 of the Spokane Municipal Code to read as follows:

### **Section 12.05.060 Disposition of seized or forfeited firearms**

- A. The Spokane Police Department ("SPD"), from time to time, seizes firearms or takes possession of firearms subject to a judicial forfeiture order.

- B. Under state law, the City of Spokane is authorized to dispose of any forfeited firearms by whatever method(s) the City Council may determine, including sale, trade, or destruction.
- C. The City of Spokane intends to reduce the future availability of firearms which have come into the possession of SPD in order to protect the public health, safety, and welfare of the people of Spokane, and convey the City's adamant determination to reduce the level of violent crime associated with firearms in Spokane.
- D. Beginning on the effective date of this section, and except as otherwise provided by this section, the City of Spokane and SPD shall destroy all firearms that have come into its possession and that are (1) judicially forfeited and are no longer needed for evidence, (2) forfeited due to a failure to file a claim under RCW 63.32.010, 63.40.010, or 69.50.505, or that are (3) unlawful for any person to own, manufacture, buy, sell, loan, furnish, transport, or have in possession or under control, and SPD shall not sell, transfer, or trade any such firearms.
- E. This section shall not apply to (1) firearms that have come into the possession of SPD prior to June 30, 1993, (2) forfeited firearms that present unusual characteristics impacting officer and public safety, such as an illegal alteration or modification of the firearm that heightens the danger to officers, and retained by SPD for training purposes and not for sale; or (3) antique firearms recognized as curios, relics, and firearms of particular historical significance by the United States Treasury Bureau of Alcohol, Tobacco, Firearms and Explosives.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

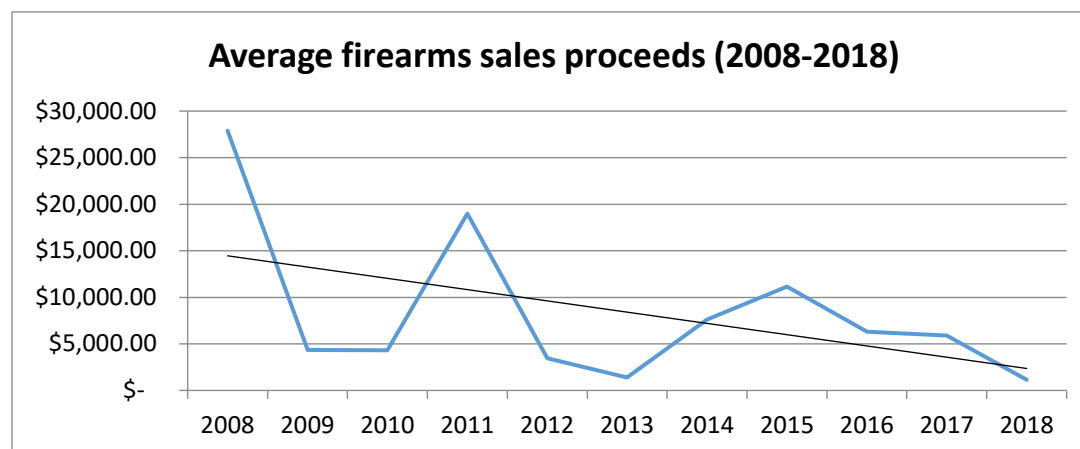
\_\_\_\_\_  
Effective Date

## Briefing Paper

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Mandatory destruction of seized and abandoned firearms
<b>Date:</b>	October 8, 2018
<b>Author (email &amp; phone):</b>	Candace Mumm (cmumm@spokanecity.org) 625-6256
<b>City Council Sponsor:</b>	Candace Mumm
<b>Executive Sponsor:</b>	None
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	City Council Resolution 1993-0118
<b>Strategic Initiative:</b>	Safest City of its Size.
<b>Deadline:</b>	Will file for Council consideration following committee meeting.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Requires the police department to destroy, rather than trade or auction, all seized or abandoned firearms which come into the possession of the police department.

This ordinance codifies City Council Resolution 1993-0118 (Dec. 20, 1993), which announced the intent of the City to destroy all pistols which were seized or abandoned. Under current practice of the Spokane Police Department, so-called “long guns” (rifles) are traded or sold at auction, while all pistols seized are destroyed.

This proposed ordinance would require that the City forego a small amount of revenue annually. The following chart shows the average revenue derived from the sale of both seized and abandoned firearms, from 2008 to 2018, also showing the declining trend in such revenues:



On average, over the past decade, the City has received just over \$8,400 annually from the sale of such firearms.

### Budget Impact:

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.) [The Spokane Police Department will forego approximately \\$8,407.35 in revenue per year.](#)

Operations Impact:

Consistent with current operations/policy? ☐ Yes ☒ No

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

Specify changes required: Known challenges/barriers:



**Agenda Sheet for City Council Meeting of:**  
10/29/2018

<b>Date Rec'd</b>	10/16/2018
<b>Clerk's File #</b>	ORD C35692
<b>Renews #</b>	

<b>Submitting Dept</b>	CITY COUNCIL	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	BEN STUCKART 6256269	<b>Project #</b>	
<b>Contact E-Mail</b>	AMCDANIEL@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0320 COMMUNICATIONS BUILDING MAINTENANCE AND OPERATIONS FUND		

**Agenda Wording**

An ordinance relating to the Communications Building Maintenance and Operations Fund; amending section 07.08.133 of the Spokane Municipal Code.

**Summary (Background)**

This ordinance defines the Combined Communications Building (CCB) and what agencies occupy the facility. It also updates language to reflect the adoption of Ordinance C35664, specifically SMC 06.10.030 which guides interlocal agreements regarding the Combined Communications Center. The ordinance also amends the mention of "site council" to "policy board" (language used in Interlocal Agreement - OPR 2017-0074.

<b><u>Fiscal Impact</u></b>		Grant related?	NO	<b><u>Budget Account</u></b>	
		Public Works?	NO		
Select	\$			#	
Select	\$			#	
Select	\$			#	
Select	\$			#	
<b><u>Approvals</u></b>			<b><u>Council Notifications</u></b>		
<b><u>Dept Head</u></b>		MCDANIEL, ADAM		<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>				<b><u>Other</u></b>	Study Session - 10/11
<b><u>Finance</u></b>		HUGHES, MICHELLE		<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		DALTON, PAT			
<b><u>For the Mayor</u></b>		SANDERS, THERESA			
<b><u>Additional Approvals</u></b>					
<b><u>Purchasing</u></b>					
<b><u>CITY COUNCIL</u></b>		MCDANIEL, ADAM			

## ORDINANCE NO. C - \_\_\_\_\_

An ordinance relating to the Communications Building Maintenance and Operations Fund; amending section 07.08.133 of the Spokane Municipal Code.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 08.01.020 of the Spokane Municipal Code is amended to read as follows:

### **Section 07.08.133 Communications Building Maintenance and Operations Fund**

- A. The Combined Communications Building (CCB) is an essential facility to coordinating the response of public safety agencies to calls within Spokane County. The Combined Communications Building is home to Spokane County 9-1-1 and Crime Check, Spokane Police Dispatch, Spokane Sheriff Dispatch and the Combined Communications Center (CCC) which dispatches Fire/EMS.
- B. There is established in the City treasury a special revenue fund designated the “combined communications center maintenance and operations fund” to be used for the maintenance and operation of the ~~((communications building))~~ Combined Communications Building. This fund will receive fees from all building occupants ~~((, which include 9-1-1, Spokane County sheriff’s dispatch, City of Spokane fire dispatch and City of Spokane police dispatch;))~~ and will expend sums for administration, maintenance and operation of the building in accordance with an interlocal cooperation agreement approved in accordance with SMC Chapter 06.10.
- C. The ~~((communications building))~~ Combined Communications Building is owned and maintained by the City and administered in accordance with generally accepted government accounting principles, but is under the policy direction and may be subject to audit by the ~~((site council))~~ the policy board established in ~~((the))~~ an interlocal cooperation agreement approved in accordance with SMC Chapter 06.10.
- D. Moneys in the fund may accumulate from year to year and may be used as determined by the City Council or ~~((site council))~~ policy board only as established in ~~((the))~~ an agreement adopted in accordance with SMC Chapter 06.10.
- E. The disposition, exchange, swap, conveyance, sale, listing for sale, or any other attempt to transfer ownership or management of the Combined Communications Building shall be subject to SMC Chapter 12.10. The transfer of ownership or management of the Combined Communications Building shall require approval of the City Council.



PASSED by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Briefing Paper Study Session

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Communications Building Maintenance and Operations Fund Ordinance
<b>Date:</b>	10/11/18
<b>Contact (email &amp; phone):</b>	Ben Stuckart/amcdaniel@spokanecity.org/509-625-6269
<b>City Council Sponsor:</b>	Ben Stuckart
<b>Executive Sponsor:</b>	None
<b>Committee(s) Impacted:</b>	Finance & Administration; PIES; Public Safety
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Resolution 2017-0080 Resolution 2018-0039 SMC 12.10
<b>Strategic Initiative:</b>	N/A
<b>Deadline:</b>	Will file after Study Session
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Greater clarity around ownership and process for transferring, leasing, or exchanging the Combined Communications Building (CCB).
<b><u>Background/History:</u></b>  The Combined Communications Building (CCB) is an essential facility to coordinating the response of public safety agencies to calls within Spokane County. The Combined Communications Building is home to Spokane County 9-1-1 and Crime Check, Spokane Police Dispatch, Spokane Sheriff Dispatch and the Combined Communications Center (CCC) which dispatches Fire/EMS.	
<b><u>Executive Summary:</u></b>  This ordinance: <ul style="list-style-type: none"> <li>Defines the Combined Communications Building (CCB) and what agencies occupy the facility.</li> <li>Updates language to reflect the adoption of Ordinance C35664, specifically <a href="#">SMC 06.10.030</a> which guides interlocal agreements regarding the Combined Communications Center.</li> <li>Amends the mention of “site council” to “policy board” (language used in Interlocal Agreement – OPR 2017-0074)</li> <li>Clarifies that as owners of the property, any attempt to transfer, sale, exchange, swap, list for sale, or any other effort to transfer ownership or management of the Combined Communications Building must go through the City’s Disposition of Surplus Real Property process (<a href="#">SMC 12.10</a>) which requires City Council approval.</li> </ul>	
<b>Budget Impact:</b> TOTAL COST: N/A Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.): N/A	

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required: None

Known challenges/barriers: None



**Agenda Sheet for City Council Meeting of:**  
10/29/2018

<b>Date Rec'd</b>	10/16/2018
<b>Clerk's File #</b>	ORD C35693
<b>Renews #</b>	

<b>Submitting Dept</b>	CITY COUNCIL	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	BEN STUCKART 6256269	<b>Project #</b>	
<b>Contact E-Mail</b>	AMCDANIEL@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0320 TRAINING REQUIREMENTS FOR INDIVIDUALS PROVIDING DISPATCH		

**Agenda Wording**

An ordinance relating to the training requirements for individuals providing police and fire dispatch services; adopting new section 03.10.070 to chapter 03.10; adopting new chapter 03.12 to the Spokane Municipal Code.

**Summary (Background)**

This ordinance requires all individuals providing dispatch services to Spokane Police Department personnel to complete, obtain, and maintain ACCESS II certification provided by the Washington State Patrol. Identifies dispatchers as individuals who also conduct research and provide callbacks on non-emergency calls so officers in the field can focus on responding to emergency and high priority calls.

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

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

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	MCDANIEL, ADAM	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	Finance - 10/15
<b><u>Finance</u></b>	HUGHES, MICHELLE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	cmeidl@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	bschaeffer@spokanecity.org	

<b><u>Additional Approvals</u></b>		
<b><u>Purchasing</u></b>		
<b><u>CITY COUNCIL</u></b>	MCDANIEL, ADAM	



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

**Agenda Wording**

**Summary (Background)**

This ordinance also all individuals providing dispatch services to Spokane Fire Department personnel to complete, obtain, and maintain the following certifications: Emergency Medical Dispatcher (EMD), Emergency Medical Technician (EMT), Telecommunicator I provided by the Washington State Criminal Justice Training Commission, Telecommunicator II provided by the Washington State Criminal Justice Training Commission, Introduction to the Incident Command System (ICS 100) provided by the Federal Emergency Management Agency, & Introduction to the National Incident Management System (IS-700.b) provided by the Federal Emergency Management Agency The ordinance encourages individuals providing dispatch services to Spokane Fire Department personnel to complete additional trainings and certifications. 1. Telecommunicators Emergency Response Task Force (IS-144) p

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

**Distribution List**


## **ORDINANCE C-\_\_\_\_\_**

An ordinance relating to the training requirements for individuals providing police and fire dispatch services; adopting new section 03.10.070 to chapter 03.10; adopting new chapter 03.12 to the Spokane Municipal Code.

**WHEREAS**, more than 60% of emergency calls for response originate within the city of Spokane; and

**WHEREAS**, Spokane Police Department received 65% of Crime Check Reports in 2017; and

**WHEREAS**, there are 21 Spokane Police Department Radio Dispatchers; and

**WHEREAS**, Spokane Police Department Radio Dispatchers send officers on emergency calls while relaying necessary and vital information to ensure the safety of both the officers and citizen(s) involved; and

**WHEREAS**, Spokane Police Department Radio Dispatchers assist field patrols by obtaining additional information from callers and conducting name, vehicle and warrant checks as requested by officers; and

**WHEREAS**, Spokane Police Department Radio Dispatchers must have knowledge of the equipment and capabilities of specialized units such as SWAT and TAC; and

**WHEREAS**, Spokane Police Department Radio Dispatchers must use de-escalation techniques to individuals in crisis and tactical expertise in giving direction to subjects on the phone; and

**WHEREAS**, Spokane Police Department Radio Dispatchers must be technically sound in all facets of Computer Aided Dispatch systems and Law Enforcement Records Management Systems; and

**WHEREAS**, the highly technical and professional support Spokane Police Department Radio Dispatchers provide to sworn police officers allow officers to focus their efforts on preventing and reducing crime, building strong community collaboration and improving the quality of life in neighborhoods; and

**WHEREAS**, there are 21 Spokane Fire Dispatch employees; and

**WHEREAS**, in 2017, Spokane Fire Dispatch employees answered, triaged and dispatched 65,186 EMS calls for Spokane County, all while meeting the NFPA 1221 standards for dispatching High Priority and Low Priority calls; and

**WHEREAS**, in 2017, 40,329 emergency calls were made from within Spokane City limits, an increase of 3.2% from 2016; and

**WHEREAS**, Spokane Fire Dispatch employees each receive at least 1000 hours of initial training; and

**WHEREAS**, Spokane Fire Dispatch employees are all EMT and EMD certified, making them highly trained and skilled to answer and provide instruction during medical emergencies; and

**WHEREAS**, Spokane Fire Dispatch employees provide services to 15 fire agencies, including the City of Spokane Fire Department, covering 1800 square miles and interfacing with neighboring county fire jurisdictions; and

**WHEREAS**, Spokane Fire Dispatch receive ongoing training and education to provide the best services possible to individuals requesting emergency assistance and the field responders providing the response; and

**WHEREAS**, dispatching for fire service requires training and certifications for dispatch staff to create a highly skilled and professional dispatch unit; and

**NOW, THEREFORE**, the City of Spokane does ordain:

**Section 1.** That there is adopted a new section 03.10.070 to chapter 03.10 of the Spokane Municipal Code to read as follows:

**Chapter 03.10.070 Spokane Police Radio Dispatch**

- A. The City of Spokane recognizes individuals providing dispatch services to the Spokane Police Department as first responders who are responsible for interrogating, triaging, providing instruction during emergencies and identifying and directing resources to an incident location to prevent loss of life and property and ensure public safety. Individuals providing dispatch services to the Spokane Police Department conduct research and provide callbacks on non-emergency calls so officers in the field can focus on responding to emergency and high priority calls.
- B. Any individual providing dispatch services to Spokane Police Department employees shall at minimum complete, obtain, and maintain ACCESS II certification provided by the Washington State Patrol within twelve months of being hired to provide to dispatch services.

**Section 2.** That there is adopted a new chapter 03.12 of the Spokane Municipal Code to read as follows:

**Chapter 03.12 Spokane Fire Dispatch**



The City of Spokane recognizes individuals providing dispatch services to the Spokane Fire Department as first responders who are responsible for interrogating, triaging, providing instruction during medical emergencies and identifying and directing an emergency response unit to an incident location to prevent loss of life and property, ensure public safety, and respond to medical emergencies.

### **Section 3.12.010 Spokane Fire Dispatch Training Requirements**

- A. Any individual providing dispatch services to Spokane Fire Department employees shall at minimum complete, obtain, and maintain the following certifications within twelve months of being hired to provide to dispatch services:
  - 1. Emergency Medical Dispatcher (EMD)
  - 2. Emergency Medical Technician (EMT)
  - 3. Telecommunicator I provided by the Washington State Criminal Justice Training Commission
  - 4. Telecommunicator II provided by the Washington State Criminal Justice Training Commission
  - 5. Introduction to the Incident Command System (ICS 100) provided by the Federal Emergency Management Agency
  - 6. Introduction to the National Incident Management System (IS-700.b) provided by the Federal Emergency Management Agency
- B. Individuals providing dispatch services to Spokane Fire Department employees are encouraged to complete the following courses and obtain the following certifications:
  - 1. Telecommunicators Emergency Response Task Force (IS-144) provided by the Federal Emergency Management Agency
  - 2. ICS for Single Resources and Initial Action Incidents (IS-200.B) provided by the Federal Emergency Management Agency
  - 3. Telecommunicators Emergency Response Task Force (TERT) provided by the Washington State Criminal Justice Training Commission

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Briefing Paper

### Finance & Administration

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Training Requirements for individuals providing dispatch services to Spokane Fire Department and Spokane Police Department employees
<b>Date:</b>	10/15/18
<b>Contact (email &amp; phone):</b>	Ben Stuckart - amcdaniel@spokanecity.org /509-625-6269
<b>City Council Sponsor:</b>	Ben Stuckart
<b>Executive Sponsor:</b>	None
<b>Committee(s) Impacted:</b>	Public Safety; Finance & Administration
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Safe and Healthy Strategic Initiatives Workplan 2019 (Proposed) Budget
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	Will file after committee
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	N/A

#### Background/History:

The Spokane Police Department has 17 employees providing dispatch services. Spokane Police Department Radio Dispatchers send officers on emergency calls while relaying necessary and vital information to ensure the safety of both the officers and citizen(s) involved. Spokane Police Department Radio Dispatchers assist field patrols by obtaining additional information from callers and conducting name, vehicle and warrant checks as requested by officers. The Spokane Police Department received 65% of all Spokane County Crime Check reports.

The Spokane Fire Department has 21 employees providing dispatch services. Spokane Fire Dispatch employees provide services to 15 fire agencies, including the City of Spokane Fire Department, covering 1800 square miles and interfacing with neighboring county fire jurisdictions Spokane Fire Dispatch employees are all EMT and EMD certified, making them highly trained and skilled to answer and provide instruction during medical emergencies. In 2017, Spokane Fire Dispatch employees answered, triaged and dispatched 65,186 EMS calls for Spokane County, all while meeting the NFPA 1221 standards for dispatching High Priority and Low Priority calls In 2017, 40,329 emergency calls were made from within Spokane City limits, an increase of 3.2% from 2016.

#### Executive Summary:

This ordinance:

- Requires all individuals providing dispatch services to Spokane Police Department personnel to complete, obtain, and maintain ACCESS II certification provided by the Washington State Patrol. Identifies dispatchers as individuals who also conduct research and provide callbacks on non-emergency calls so officers in the field can focus on responding to emergency and high priority calls
- Requires all individuals providing dispatch services to Spokane Fire Department personnel to complete, obtain, and maintain the following certifications:

1. Emergency Medical Dispatcher (EMD)

2. Emergency Medical Technician (EMT)
  3. Telecommunicator I provided by the Washington State Criminal Justice Training Commission
  4. Telecommunicator II provided by the Washington State Criminal Justice Training Commission
  5. Introduction to the Incident Command System (ICS 100) provided by the Federal Emergency Management Agency
  6. Introduction to the National Incident Management System (IS-700.b) provided by the Federal Emergency Management Agency
- Encourages individuals providing dispatch services to Spokane Fire Department personnel to complete and obtain the following certifications:
    1. Telecommunicators Emergency Response Task Force (IS-144) provided by the Federal Emergency Management Agency
    2. ICS for Single Resources and Initial Action Incidents (IS-200.B) provided by the Federal Emergency Management Agency
    3. Telecommunicators Emergency Response Task Force (TERT) provided by the Washington State Criminal Justice Training Commission

**Budget Impact:**

**TOTAL COST:**

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: NONE

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

11/05/2018

**Date Rec'd**

10/23/2018

**Clerk's File #**

ORD C35694

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

PLANNING

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

CHRIS GREEN 625-6194

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

CGREEN@SPOKANECITY.ORG

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

First Reading Ordinance

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

0650-DT PARKING &amp; BUSINESS IMPROVEMENT AREA ORDINANCE

**Agenda Wording**

An ordinance relating to the Downtown Parking and Business Improvement Area regarding changing certain assessment rates and modifying the boundary; amending SMC sections 4.31.020, 4.31.040 and 4.31.080.

**Summary (Background)**

To finance the programs authorized in the Downtown BID, the City levies an annual assessment upon businesses, real properties, multi-family residential, mixed-use projects, hotels, motels, and government property within the BID. This ordinance will change certain assessment rates and modify the boundary as recommended by the Ratepayer Advisory Board.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

TRAUTMAN, HEATHER

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

TRAUTMAN, HEATHER

**Other**

Urban Experience

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

PICCOLO, MIKE

cgreen@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

mpiccolo@spokanecity.org

**Additional Approvals**

mrichard@downtownspokane.net

**Purchasing**

ghankal@downtownspokane.net

**CITY COUNCIL**

MCDANIEL, ADAM

jhensley@spokanecity.org

htrautman@spokanecity.org

sbishop@spokanecity.org

## ORDINANCE NO. C- 35694

An ordinance relating to the Downtown Parking and Business Improvement Area regarding changing certain assessment rates and modifying the boundary; amending SMC sections 4.31.020, 4.31.040 and 4.31.080.

The City of Spokane does ordain:

Section 1. That SMC section 4.31.020 is amended to read as follows:

### **4.31.020 BID BOUNDARIES**

The BID shall be within the boundaries described below and as shown on the map attached as [Appendix A](#), which is incorporated herein by reference:

~~((Beginning at a point at the northwest corner of Spokane Falls Boulevard and Division Street; thence west along the north line of Spokane Falls Boulevard to the northwest corner of Spokane Falls Boulevard and Browne Street; thence south along the west line of Browne Street to the northwest corner of Brown Street and Sprague Avenue; thence west along the north line of Sprague Avenue to the northwest corner of Sprague Avenue and Bernard Street; thence south along the west line of Bernard Street to the northwest corner of Bernard Street and First Avenue; thence west along the north line of First Avenue to the northwest corner of First Avenue and Washington Street; thence south along the west line of Washington Street to the intersection of Washington Street and the Railroad Viaduct; thence west along the north line of the Railroad Viaduct to the intersection of the Railroad Viaduct and the east line of Walnut Street; thence north along the east line of Walnut Street to the northeast corner of Walnut Street and Riverside Avenue; thence east along the north line of Riverside Avenue to the northwest corner of Riverside Avenue and Wright Street; thence north along the west line of Wright Street to the southwest corner of Wright Street and Main Avenue; thence east along the south line of Main Avenue to the Northeast Corner of Lot 34, Block 4, Glovers Addition; thence north along said east property line extended to the south line of the Spokane River; thence northeast along the south line of the Spokane River to Monroe Street; thence north along the east line of Monroe Street to the southeast corner of Monroe Street and Bridge Avenue; thence west across Monroe Street to the west line of Monroe Street; thence north along the west line of Monroe Street to the Southeast corner of County Assessor Parcel No. 35183.0095; thence west along the south line of said parcel to the Southwest corner of said parcel; thence north along the west property line of said parcel to the Southwest corner of County Assessor Parcel No. 35183.1302; thence east along the south line of said parcel to the southeast corner of said parcel; thence north along the east property line of said parcel to Broadway Avenue; thence east along the south line of Broadway Avenue to the southeast corner of Broadway Avenue and Post Street; thence north along the east line of Post Street to the southeast corner of Post Street and Mallon Avenue; thence east along the south line of Mallon Avenue to the southeast corner of Mallon Avenue and Howard Street; thence north~~

~~along the east line of Howard Street to the southwest corner of Lot 33, Block 8, Keystone Addition; thence east along the south line of said lot to the southwest corner of Lot 27, Block 8, Keystone Addition; thence north along the west line of said lot to the south line of Cataldo Avenue; thence east along the south line of Cataldo Avenue to the northeast corner of Lot 17, Block 8, Keystone Addition; thence south along the east line of said lot to the southeast corner of said lot; thence east along the south line of Block 8, Keystone Addition to the northeast corner of County Assessor Parcel No. 35181.0032; thence south along the east line of said parcel to the southeast corner of said parcel; thence east along the south line of County Parcel No. 35181.4410 to the east line of Washington Street; thence north along the east line of Washington Street to the southeast corner of Washington Street and North River Drive; thence east along the south line of North River Drive to the southwest corner of North River Drive and Division Street; thence south along the west line of Division Street to the point of beginning. ))~~

Beginning at the intersection of N Washington St and W North River Dr, thence east along W North River Dr to N Division St, thence south to the intersection of W Spokane Falls Blvd and N Division St, thence west along W Spokane Falls Blvd to N Browne St, thence south to W Sprague Ave, to N Bernard St, thence south to W 1<sup>st</sup> Ave, thence west to S Washington St, thence south to the Railroad, thence west along the railroad to S Walnut St, thence north to W Riverside Ave, thence northeast to the southwestern corner of lot 15 block 4 of the Glover's Addition, thence north to W Main Ave, thence east to a point 294 feet west of the intersection of N Monroe St and W Main Ave, thence north for a distance of 187.8 feet, thence east for a distance of 115.6 feet, thence north to the Spokane River, thence northeast to N Monroe St, thence north to a point 222.3 feet north of the intersection of N Monroe St and W Summit Parkway, thence west to the western boundary of parcel 35183.0095, thence north to the Broadway-College Alley, thence east a distance of 50.1 feet, thence north to W Broadway Ave, thence east to N Monroe St, thence north to W Mallon Ave, thence east to N Howard St, thence northwest for a distance of 85.6 feet, thence east to the southwest corner of Lot 28 Block 8 of the Keystone Addition, thence north to W Cataldo Ave, thence east for a distance of 294.5 feet, thence south to the northern boundary of parcel 35181.0032, thence east to the northeast corner of said parcel, thence south to the southeast corner of said parcel, thence north to the intersection of N Washington St and W North River Dr.

The above description will hereafter be referred to as the "business improvement district" or "BID." Businesses, as described in RCW 35.87A.020, real properties (including improvement thereon), multifamily residential, mixed-use projects, hotels, motels, government property and parking lots available to the public which are occupied for a fee located within the BID shall be subject to special assessments as authorized by RCW 35.87A.010.



Section 2. That SMC section 4.31.040 is amended to read as follows:

#### **4.31.040 Levy of Special Assessments**

- A. To finance the programs set forth in [SMC 4.31.030](#), there shall be levied and collected an annual special assessment upon the “businesses” and “multifamily residential or mixed-use” projects, as defined in RCW 35.87A.020(3) (including real property improvements thereon) as set forth on the special assessment formula for the BID, which shall be adopted annually by ordinance and incorporated by this reference as if fully set forth herein.
- B. For purposes of levying and collecting special assessments within the BID, the BID will be divided into ~~((six))~~ four zones (the boundaries of which are set forth in [Appendix A](#) hereto and incorporated herein by this reference). Within each such zone, the City will levy and collect special assessments at different rates based on whether the entity being assessed is a tenant (and, if so, the type of tenant) or a property owner, and whether the property to which such assessment applies is a governmentally-owned park. The City will levy and collect special assessments on an annual basis within the BID.
- C. The rates at which special assessment within the BID will be imposed for calendar year ~~((2002))~~ 2019 are set forth in [Appendix B](#) hereto (which is incorporated herein by reference and which shall be annually adopted as amended as part of the ordinance approving and confirming the assessment roll). The city council finds that the benefit to the property owners, businesses and multifamily residential or mixed-used projects subject to the special assessment is a special benefit which would not otherwise accrue, but for the activities, programs and services carried out with the funds provided by the special assessments authorized pursuant to this chapter.
- D. ~~((The City anticipates that any s))~~ Subsequent increases in the amounts of the special assessments for all flat-fee assessments will be adjusted based on the increase, if any, of the Consumer Price Index ((CPI)) of the U.S. City Average for all urban consumers (CPI-U). The percentage increase in the assessment formula shall be computed as follows:
1. 
$$\frac{[(\text{Ending CPI-U} - \text{Beginning CPI-U}) \div \text{Beginning CPI-U}] \times 100}{\text{Percentage Increase}} =$$
- E. Any change in the assessment rate shall only be made by ordinance and as authorized in RCW 35.87A.130 through RCW 35.87A.140. No increase shall occur in the assessment rate unless recommended by the ratepayer advisory board.

Section 3. That SMC section 4.31.080 is amended to read as follows:

#### **4.31.080 Ratepayer Advisory Board**

- A. Pursuant to RCW 35.87A.110, there is hereby created a nineteen-member BID advisory board, to be known as the “Ratepayer Advisory Board.” The ratepayer advisory board shall not exceed a membership of nineteen persons, who, if they are ratepayers, are in good standing either residing within the BID, owning property, or operating a “business” or “multifamily residential or mixed-use” projects in the BID. “Persons in good standing” are those ratepayers who are not more than sixty days delinquent on any BID assessment unless the ratepayer has appealed the BID assessment and is in the appeal process, in which case the ratepayer retains his or her “in good standing” status through completion of the appeal process.
- B. Board positions are designated by geography, business, and property type to ensure that the BID’s interests are well represented and served. To the extent individuals are willing to serve, Ratepayer Advisory Board positions consist of:
1. ~~((one))~~ six individuals ~~((each))~~ from zones one through ~~((six))~~ four, ~~((respectively (six positions)))~~ with at least one individual from each zone;
  2. one individual from a retail business within the BID occupying more than twenty thousand square feet;
  3. one individual from a retail business located within the BID occupying less than twenty thousand square feet;
  4. the Superintendent of School District 81 or his/her designee;
  5. four individuals representing professional service businesses located within the BID, including such as legal services, accounting, and architecture;
  6. one individual from a non-profit organization which is either located within, or provides services inside, the BID;
  7. one individual from a small business located within the BID with up to twenty-five employees;
  8. one individual from a business located within the BID with more than twenty-five employees;
  9. two individuals who reside within the BID area; and
  10. one appointee from the City Council.

The program manager shall provide administrative staff to the ratepayer advisory board.

- C. Each member of the ratepayer advisory board will be elected by businesses and property owners within the BID for a term of two years from the date of election (unless such member is appointed by the ratepayer advisory board to fulfill the remaining unexpired term of a prior member).

1. A subcommittee of ratepayer advisory board members will receive nomination applications and will select a slate of candidates for open ratepayer advisory board positions to be presented at the annual meeting.
2. New ratepayer advisory board members will be elected by a majority vote of ratepayers in good standing who attend the annual meeting.
3. The initial ratepayer advisory board shall consist of the ratepayer advisory board for the City's previous PBIA that was created pursuant to Ordinance C32438. All subsequent Board elections shall be pursuant to the ratepayer advisory board's bylaws.
4. The city council hereby approves through the adoption of this chapter the revised "Bylaws of the Downtown Spokane Business Improvement District" which are attached to the ordinance codified in this section (ORD C32923 and Recodification Ordinance C33995) as Appendix C. Subsequent proposed amendments shall be brought before City Council for approval on or before November 25th of each year in which the amendments are proposed.

D. The ratepayer advisory board shall:

1. establish and maintain a database which includes a list and classification of all ratepayers;
2. represent the interests of ratepayers by developing projects, programs, and budgets; proposing assessments; monitoring service delivery; and planning for the future of the BID; and
3. make determinations regarding ratepayer disputes as provided in [SMC 04.31.120](#), including, as appropriate, the adjustment of assessment rates, methods, classification, special benefits, and all matters reasonably related thereto. For the purpose of considering ratepayer disputes, the ratepayer advisory board may act through a committee comprised of ratepayer advisory board members.
4. make recommendations to the program manager on matters relating to the BID budget, expenditures, and programs for the purpose of monitoring the contract to administer the BID.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

---

Mayor

---

Date

---

Effective Date



**DOWNTOWN SPOKANE  
BUSINESS IMPROVEMENT DISTRICT  
Special Assessment Matrix**

**I. TENANT ASSESSMENT FORMULA**

All tenant assessments are based upon square footage of space per lease except where noted. *There is an annual minimum assessment of \$~~9~~110.00 per tenant.*

<b>Type of Tenant</b>	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>	<b>Zone 5</b>	<b>Zone 6*</b>
Retail Tenants -Ground floor and skywalk	<del>\$0.22</del> 0.27	<del>\$0.12</del> 0.15	<del>\$0.10</del> 0.12	<del>\$0.10</del>	<del>\$0.10</del>	-0-
Office Tenants -Ground floor and skywalk	<del>\$0.12</del> 0.15	<del>\$0.11</del> 0.14	<del>\$0.09</del> 0.11	<del>\$0.09</del>	<del>\$0.09</del>	-0-
Office and Retail Tenants -Upper floors and basement	<del>\$0.09</del> 0.11	<del>\$0.08</del> 0.10	<del>\$0.07</del> 0.09	<del>\$0.07</del>	<del>\$0.07</del>	-0-
Manufacturing Tenants -outside a C-1 zoning district	<del>\$0.09</del> 0.11	<del>\$0.08</del> 0.10	<del>\$0.07</del> 0.09	<del>\$0.07</del>	<del>\$0.07</del>	-0-
-within a C-1 zoning district	<del>\$0.03</del> 0.04	<del>\$0.03</del> 0.04	<del>\$0.03</del> 0.04	<del>\$0.03</del>	<del>\$0.03</del>	-0-
Commercial Parking -per space assessment	<del>\$3.00</del> 3.75	<del>\$2.50</del> 3.12	<del>\$2.00</del> 2.50	<del>\$2.00</del>	<del>\$2.00</del>	-0-
Commercial Theaters -per seat assessment	<del>\$2.50</del> 3.12	<del>\$1.90</del> 2.37	<del>\$1.60</del> 2.00	<del>\$1.60</del>	<del>\$1.60</del>	-0-
Apartments -per unit assessment	<del>\$4.00</del> 5.00	<del>\$3.50</del> 4.37	<del>\$3.00</del> 3.75	<del>\$3.00</del>	<del>\$3.00</del>	-0-

<b>Combined Tenant/Owner</b>	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>	<b>Zone 5</b>	<b>Zone 6</b>
Hotels and Motels	<del>\$20.00</del> 25.00	<del>\$20.00</del> 25.00	<del>\$20.00</del> 25.00	<del>\$20.00</del>	<del>\$20.00</del>	-0-

**II. PROPERTY OWNER ASSESSMENT FORMULA**

<b>Type of Owner</b>	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>	<b>Zone 5</b>	<b>Zone 6</b>
Private Property	\$1.10	\$1.10	\$0.70	<del>\$0.70</del>	<del>\$0.70</del>	-0-
Government	\$0.80	\$0.80	\$0.60	<del>\$0.60</del>	<del>\$0.60</del>	-0-
<b>Non Profit</b>	<del>\$0.60</del>	<del>\$0.60</del>	<del>\$0.40</del>	<del>\$0.40</del>	<del>\$0.40</del>	<del>0</del>
Residential/Condominiums -per unit assessment	<del>\$0.60</del> /\$1,000 up to a max of \$215	<del>\$0.60</del> /\$1,000 up to a max of \$215	<del>\$0.40</del> /\$1,000 up to a max of \$215	<del>\$0.40</del>	<del>\$0.40</del>	-0-
Public Facilities District	\$0.31	\$0.31	\$0.31	<del>\$0.31</del>	<del>\$0.31</del>	-0-

Property owner assessments are based upon current values for land plus improvements, no exemptions, and are calculated at a rate per \$1,000 of total assessed value. Each property including its tenants shall be assessed under both the tenant and property owner formulas.

*There is an annual minimum assessment of \$~~9~~110.00 per property parcel.*

**III. GOVERNMENT PARK PROPERTY ASSESSMENT FORMULA**

<b>Type</b>	<b>Zone 6*</b>
Public parks	\$150.00 per acre

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#### IV. GENERAL EXEMPTIONS

The following will be exempt from special assessments:

1. Organizations and property owners recognized under Section 501 (c) (3) of the Internal Revenue Code as a tax exempt non-profit charitable organization;
- ~~2. Residences (other than apartment complexes or other multi-family residences where the management organization or owner is assessed);~~
- ~~32.~~ Government agencies exempt from taxation pursuant to state or federal law;
- ~~43.~~ ~~Vendors or concessionaires, including machines, licensed by the City, located and doing business in or on the street right of way;~~
- ~~54.~~ ~~Theaters that principally present live performances; and~~
- ~~63.~~ Organizations conducting business in the Bid less than 30 days per year.

#### V. TENANT EXEMPTIONS

The following tenants will be exempt from special assessments:

- ~~1. Concessionaires at public events;~~
- ~~2. Vendors or entertainers in the district streets;~~
- ~~3. Theaters which principally present live performances and not video or film shows;~~
- ~~4.1.~~ Businesses in the district less than 30 days per year;
- ~~Businesses incorporated under state or federal law as a non-profit organization;~~
- ~~5. Emergency City services such as fire, police and medical care.~~

#### ~~VI. PROPERTY OWNER EXEMPTIONS.~~

~~Property owners which are religious, charitable or social welfare non-profit organizations shall be exempt from special assessments.~~



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## ASSESSMENT GUIDELINES

~~City Ordinance C-33781 passed December 12, 2005 amending Ordinance C-33418 passed May 3, 2004 amending Ordinance C-32923 enacted by City Council on November 12, 2001~~ Chapter 4.31 of the Spokane Municipal Code (SMC), as originally adopted in Ordinance No. C-32923 and as subsequently amended by the City Council, provides for the levy of special assessments upon businesses and properties within the area designated as the Downtown Business Improvement District (BID). The Ratepayer Advisory Board of Directors submits to City Council an annual BID Management Plan including a proposed budget and special assessment matrix. In early December, City Council holds a public hearing to hear all protests and receives evidence for or against the proposed action.

The following guidelines are provided as a supplement to the assessment matrix:

- Assessment rates are annual and are based upon gross leasable space (including storage) except where noted. If a ratepayer elects to pay the assessment in two installments there will be a \$10.00 service charge levied.
- A pro-rated assessment shall be available to tenant ratepayers upon request.
  - The pro-rated assessment shall be based on a full month, i.e. If a ratepayer leaves the district March 15<sup>th</sup> they will be invoiced for three full months.
  - A pro-rated assessment shall be available only to tenant ratepayers who move out of the district. When a tenant moves within the district, that tenant will be responsible for the assessment based on their previous location until the change is made for the next year's assessment roll.
- Assessments are based upon ~~six~~ four "benefit zones", each of which pays a different level of assessment based upon the services it receives.
- A minimum assessment of ~~\$91~~ \$110.00 is levied for each tenant and/or property parcel.
- The following will be exempt from assessment: Organizations and property owners recognized ~~by the State of Washington as Charitable Organizations; businesses recognized by the State of Washington as Non-Profit organizations recognized under Section 501 (c)(3) of the Internal Revenue Code as a tax exempt non-profit charitable organization;~~ Governmental agencies exempt from taxation pursuant to State and Federal law, ~~Vendors and Concessionaires, theaters which principally present live performances,~~ organizations conducting business in the BID less than 30 days per year, ~~or as per Section 5A4 as amended.~~
- No historic tax credit or other exemptions that would decrease the assessed value of land or improvements will be used to calculate the annual property assessment.
- The Downtown Spokane Partnership office should be contacted immediately to discuss any situations not covered in the above guidelines.
- Manufacturing businesses should have their businesses classified, and assessments applied, consistent with other uses in the District. Business classifications (i.e., office/manufacturing) should not be prorated for a single business operation. Per Section 4, Part E, "if multiple activities or uses are undertaken in a single business space, the predominant activity or usage shall determine the business classification. The predominant usage is that use that has the greatest proportional square footage of a building compared to other uses.

## DISPUTES

The majority of assessment questions are quickly resolved by the billing agency or the Downtown Spokane Partnership office. If a satisfactory conclusion is not reached, a ratepayer aggrieved by the amount of an assessment or delinquency charge, shall request, **within sixty (60) days of the assessment or charge**, a hearing before the Ratepayer Advisory Board. An Assessment Resolution Policy, which fully outlines the appeal process, is available from the Downtown Spokane Partnership office.

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## SPECIAL ASSESSMENTS

The City of Spokane will levy a special assessment on each business, organization, building and a property within the area by applying an assessment rate according to the current assessment formula approved by City Council.

### **Tenant Exemptions**

- ~~5. Concessionaires at public events.~~
- ~~5. Vendors or entertainers in the district streets and parks.~~
- ~~5. Theaters which principally present live performances and not video or film shows.~~
- ~~5. Businesses in the district less than 30 days per year.~~
- ~~5. Businesses incorporated as a non-profit organization.~~
- ~~5. Emergency City services such as fire, police and medical care.~~

### **Property Owner Exemptions**

- ~~0. Religious, charitable or social welfare non-profit organizations.~~

### **Assessment Rate Increases**

Proposals with regards to assessment rate changes (including minimums, maximums, exemptions and increases) are all subject to approval by City Council per RCW 35.87A.

~~It is anticipated that s~~Subsequent increases of the amount of the special assessments for all flat-fee assessments will be adjusted based on the increase, if any, of the Consumer Price Index ~~(CPI)~~ of the U.S. City Average for all urban ~~consumers~~ (CPI-U). The percentage increase in the assessment formula shall be computed as follows:

$$\frac{[(\text{Ending CPI-U} - \text{Beginning CPI-U}) \div \text{Beginning CPI-U}] \times 100}{\text{Beginning CPI}} = \text{Percentage of Increase}$$

### **Assessment Policies**

- 1. Hotels and motels will be assessed for both property and tenancy at one rate per number of rooms.
- ~~1-2.~~ All parking that is open and accessible to the public, including hotel lots and garages, for which a fee is charged shall be assessed on the same basis as commercial parking. For purposes of this assessment, commercial parking is defined as a parking space that is open and accessible to the public for which a charge is assessed for the privilege of parking a vehicle in the parking space for a set period of time.
- ~~2-3.~~ Public parks will be assessed for both property and tenancy at one rate per number of acres.
- ~~3-4.~~ A minimum assessment of ninety one hundred and ten dollars (~~\$90.00~~ 110.00) will be applied to every business or property parcel within the boundaries.
- ~~4-5.~~ Square footage will be combined for office or retail tenants occupying multiple spaces in one building.

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

11/05/2018

**Date Rec'd**

10/24/2018

**Clerk's File #**

ORD C35695

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

FINANCE &amp; ADMIN

**Contact Name/Phone**

CRYSTAL 625-6369

**Contact E-Mail**

CMARCHAND@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Agenda Item Name**

0410 - CITYWIDE CIP ORDINANCE 2019-2024

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

An ordinance adopting a six-year Citywide Capital Improvement Program for the years 2019-2024 and amending section 5.5 Capital Facilities Program of the City's Comprehensive Plan.

**Summary (Background)**

City of Spokane's Municipal Code chapter 7.17 indicates the City must adopt and annually update a Citywide Six-Year Capital Improvement Program (CIP). A Plan Commission workshop was held on September 12, 2018. A Plan Commission hearing was held on October 10, 2018. The 2019-2024 CIP was found to be consistent with the City's Comprehensive Plan per the attached City Plan Commission Findings of Fact, Conclusions, and Recommendations. The CIP can be viewed on line at [www.myspokanebudget.org](http://www.myspokanebudget.org).

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

MARCHAND, CRYSTAL

**Study Session**

Sustainable Resources

**Division Director**

MARCHAND, CRYSTAL

**Other****Finance**

STOPHER, SALLY

**Distribution List****Legal**

DALTON, PAT

cmarchand@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

pingiosi@spokanecity.org

**Additional Approvals**

kemiller@spokanecity.org

**Purchasing****CITY COUNCIL**

MCDANIEL, ADAM

## **ORDINANCE NO. C35995**

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2019 THROUGH 2024, AND AMENDING SECTION 5.5 CAPITAL FACILITIES PROGRAM (CFP) OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act ("GMA"), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Program that includes an inventory, analysis, and a six-year financing plan for needed capital facilities; and

WHEREAS, the City formed a Capital Facilities Technical Team which has assembled proposed amendments to Section 5.5 Capital Facilities Program (CFP) of the City of Spokane Comprehensive Plan ("Comprehensive Plan"), which amendments consist of an updated six-year plan (years 2019 through 2024) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the "Six-Year Citywide Capital Improvement Program" or "CIP"); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 18, 2018 by Council Resolution 2018-0045, and that program is incorporated into the CIP; and

WHEREAS, GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget; and

WHEREAS, on August 8, 2018, the City's responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted a public workshop regarding the CIP on September 12, 2018; and

WHEREAS, after providing appropriate public notices, on October 10, 2018, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

WHEREAS, on August 1, 2018, the City provided the State of Washington the required sixty (60) day notification under RCW 36.70A.106 of the City's proposed amendment to the CIP. The 60-day notice period has lapsed; and

Now, Therefore,

The City of Spokane does ordain:

Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2019-2024), as set forth in the attached Citywide Capital Improvement Program (2019-2024).

Section 2. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2019-2024).

Section 3. Effective Date. This ordinance shall take effect and be in force on \_\_\_\_\_.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_.

\_\_\_\_\_  
Terri Pfister, City Clerk

Approved as to Form:

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

# **CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2019-2024 CITYWIDE CAPITAL IMPROVEMENT PROGRAM**

**A Recommendation of the City Plan Commission certifying that the 2019-2024 Six Year Citywide Capital Improvement Program (CIP) is in conformance with the City of Spokane's Comprehensive Plan.**

## **FINDINGS OF FACT:**

**A. In May 2001, the City of Spokane adopted its Comprehensive Plan under the Growth Management Act (Chapter 36.70A RCW or "GMA").**

**B. The City's Comprehensive Plan is required to be consistent with the GMA.**

**C. The GMA requires that the City's annual CIP shall be in conformance with the City's Comprehensive Plan.**

**D. The 2019-2024 Six Year Citywide CIP identifies capital project activity which has implications on the growth of the community.**

**E. The City Plan Commission held one workshop on September 12, 2018, to obtain public comments on the 2019-2024 Six Year Citywide CIP.**

**F. The City Council must receive a recommendation from the City Plan Commission to verify that the 2019-2024 Six Year Citywide CIP is in conformance with the City's Comprehensive Plan in effect on the day of certification.**

## **CONCLUSIONS:**

**A. The 2019-2024 Six Year Citywide CIP has been prepared in full consideration of the City's Comprehensive Plan.**

**B. The 2019-2024 Six Year Citywide CIP has been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Arterial Street Plan.**

**RECOMMENDATIONS:**

**A. The Spokane City Plan Commission is certifying that the 2019-2024 Six Year Citywide CIP is in full compliance with the existing Spokane Comprehensive Plan as required by RCW 36.70A and RCW 35.77.010 and is recommended for adoption by the Spokane City Council.**

**B. By a vote of 10 to 0, the Plan Commission recommends the approval of these amended documents by the City Council.**

A handwritten signature in black ink, appearing to read "Dennis Dellwo", written over a horizontal line.

**Dennis Dellwo, President  
Spokane Plan Commission**



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

11/05/2018

**Date Rec'd**

10/17/2018

**Clerk's File #**

ORD C35696

**Renews #****Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

CITY COUNCIL

**Contact Name/Phone**

LORI KINNEAR 6261

**Contact E-Mail**

LKINNEAR@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Agenda Item Name**

0320 - ORDINANCE AMENDING PROCESS FOR TOWING OR IMMOBILIZING VEHICLES

**Agenda Wording**

An ordinance providing for procedures for impoundment of abandoned or unauthorized vehicles and making related technical corrections; amending section 16A.61.790 of the Spokane Municipal Code.

**Summary (Background)**

This ordinance adds provisions for the immobilization and impoundment of abandoned vehicles. It allows code enforcement to tow abandoned vehicles. Under the ordinance, "unauthorized vehicle" means a vehicle that may be towed if left unattended in a way that is an accident or a traffic hazard, is located on a highway and tagged, in a publicly owned or controlled parking facility, or in a way prohibited by the city's rules of the road ordinances. The ordinance also provides for appropriate notice.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

MCDANIEL, ADAM

**Division Director****Finance**

BUSTOS, KIM

**Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing****CITY COUNCIL**

MCDANIEL, ADAM

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

PSCH Comm., 2/5/2018

**Distribution List**

## ORDINANCE NO. C35696

An ordinance providing for procedures for impoundment of abandoned or unauthorized vehicles and making related technical corrections; amending section 16A.61.790 of the Spokane Municipal Code.

**NOW, THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 16A.61.790 of the Spokane Municipal Code is amended to read as follows:

### **Section 16A.61.790 Vehicle Immobilization and Impoundment**

#### **A. Definitions**

1. “Boot” means a device which clamps and locks on to a wheel of the vehicle and impedes movement of the vehicle.
2. “Impound” means to take and hold a vehicle in legal custody. There are two types of impounds—public and private.
3. “Public impound” means that the vehicle has been impounded at the direction of a law enforcement officer or by a public official having jurisdiction over the public property upon which the vehicle was located.
4. “Public Property” means any street, road, public highway or other publicly owned property.
5. “Scofflaw” means a vehicle which has been involved in four (4) or more parking tickets which remain unpaid more than forty-five (45) days after the issuance of the ticket.
6. “Unauthorized vehicle” means a vehicle that is subject to impoundment after being left unattended in one of the following circumstances:
  - a. Constituting an accident or a traffic hazard as defined in RCW 46.55.113;
  - b. On a highway and tagged as described in RCW 46.55.085;
  - c. In a publicly owned or controlled parking facility, properly posted under RCW 46.55.070; or
  - d. In violation of any of the restrictions subject to vehicle impoundment under Chapter 16A.61 SMC.

- B. If a vehicle is in violation of the time restrictions of RCW 46.55.010(14) as set forth in subsections (4)(a) or (4)(c) above, it may be immediately impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property. Vehicles in violation of (4)(b) above may be impounded within twenty-four (24) hours.
- C. If a vehicle is in violation of any of the restrictions subject to vehicle impoundment set forth in section (4)(d) above, it may be impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property.
- D. In addition to law enforcement officers, the Director of the Office of Neighborhood Services and Code Enforcement, or his or her designee, is a public official with jurisdiction over the public property and with authority to authorize impoundment of unauthorized vehicles on public property.
- E. The impoundment of unauthorized vehicles on public property under this section shall incorporate all procedures related to vehicle impoundment as set forth in Chapter 46.55 RCW. Chapter 46.55 RCW, as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein.
- F. ~~((Creation of))~~ Scofflaw List.  
As frequently as practicable, parking services, working in conjunction with Spokane Municipal Court and the City's contracted collection agency, shall prepare, maintain and update a scofflaw list ~~((consisting of all vehicles involved in four or such greater number of parking tickets unpaid more than forty five days after their issuance))~~.
1. Civil Penalties to Cover Administrative Costs.  
There is imposed upon the owner of every vehicle on the scofflaw list a civil penalty of the amount specified in SMC 8.02.083 to cover costs of administering the scofflaw list. There is also imposed upon the owner of every vehicle on the scofflaw list that is immobilized or impounded hereunder a civil penalty of the amount specified in SMC 8.02.083 to cover the additional administrative costs of immobilization and/or impoundment.
  2. Notice.
    - a. The City's contracted collection agency shall give notice by first class mail to the last known registered owner of the vehicle, as disclosed by the vehicle license number and as provided by the Washington state department of licensing or equivalent vehicle licensing agency of the state in which the vehicle is registered for each vehicle on the scofflaw list, stating that the vehicle is on the scofflaw list; and
      - i. the date and the nature of each ticket overdue and the amount due on each;

- ii. that a scofflaw list fee in the amount specified in subsection ~~((B))~~1 of this section has been imposed to cover administrative costs;
  - iii. the total amount currently due;
  - iv. a specific deadline for response, no less than ten (10) days after the date of mailing;
  - v. that the owner shall, by said deadline, respond to the notice. Response shall be by paying the total amount due, scheduling a hearing with the Spokane Municipal Court, or by arranging a payment schedule with the City's contracted collection agency for payment of the total amount due; and
  - vi. that if the vehicle owner fails to respond within the prescribed time period, the listed vehicle will be subject to immediate immobilization or impoundment pursuant to the procedures in SMC ~~((16A.61.790(D) Immobilization and SMC 16A.61.790(E) Impoundment))~~16A.61.790(F)(3) and (4), payment of the civil penalties imposed under subsection in SMC 8.02.083 and payment of the costs of immobilization, towing and storage.
- b. The notice required by this subsection is sufficient if mailed to the address provided by the Washington state department of licensing; provided, however, that if the City's contracted collection agency, after exercising due diligence, to discover any mailing address, then notice is sufficient if it is posted on the vehicle, or personally served on the vehicle owner or driver, or provided by any other means reasonably calculated to provides notice to vehicle owner or driver.
  - c. If the vehicle owner or an agent of the owner pays the fines and fees, including the amount(s) specified in SMC 8.02.083, and all towing and storage charges, if any, schedules a hearing with the Spokane Municipal Court, or arranges a payment plan through the City's contracted collection agency, parking services shall remove the vehicle from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent appears to pay or sets a hearing with the Spokane Municipal Court, such subsequent tickets shall also be paid or bond shall be posted therefore before the vehicle is removed from the scofflaw list.
  - d. The owner of a vehicle that is subject to the procedures of this section and in SMC ~~((16A.61.790(D) Immobilization and SMC 16A.61.790(E) Impoundment))~~16A.61.790(F)(3) and (4), is entitled to a hearing in the Spokane municipal court pursuant to RCW 46.55.120 (2)(b) to contest the validity of the immobilization, impoundment or the amount of towing and storage charges. Any request for a hearing and the resolution thereof shall be as set forth

in RCW 46.55.120 (3), which are hereby adopted by reference as now exist or hereafter may be amended.

- e. Failure to appear for a scheduled hearing or to remain current and in good standing on any arranged payment plan with the City's contracted collection agency, will result in the vehicle returning to the scofflaw list and being eligible for immediate immobilization.
3. Immobilization.
- a. If the owner of a vehicle to whom notice has been sent pursuant to SMC ~~((16A.61.790(C)))~~ 16A.61.790(F)(2) fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges then due, including but not limited to the amount(s) specified in SMC 8.02.083, or posting a bond to cover such fines, fees and charges such that the vehicle can be removed from the scofflaw list under SMC ~~((16A.61.790(C)))~~ 16A.61.790(F)(2)(c), then, at the discretion of a limited commissioned or commissioned City officer, the vehicle may be immobilized by installing a boot on the vehicle ~~((a device known as a "boot," which clamps and locks on to a wheel of the vehicle and impedes movement of the vehicle))~~.
  - b. The person installing the boot shall leave under the windshield wiper or otherwise attach to such vehicle a notice advising the owner that:
    - i. the vehicle has been immobilized by the City of Spokane for failure to pay four or more uncontested parking tickets within forty-five (45) days of their issuance,
    - ii. that release of the boot may be obtained by paying the fines, fees and civil penalties due,
    - iii. that unless such payments are made within two (2) business days of the date of the notice, the vehicle will be impounded, and
    - iv. that it is unlawful for any person to remove or attempt to remove the boot, to damage the boot, or to move the vehicle with the boot attached.
  - c. No parking restriction otherwise applicable to the vehicle applies while the vehicle is immobilized by a boot installed under the provisions of this section.
  - d. Before the vehicle may be released from immobilization, the vehicle owner or an agent of the owner shall:
    - i. pay all fines and fees then due, including but not limited to the amounts specified in SMC 8.02.083; or
    - ii. post a bond to cover such fines, fees, and charges, or
    - iii. arrange any combination of payment and bond to cover the total due.

Upon such payment, the vehicle shall be removed from the scofflaw list, and a limited commissioned parking services officer shall promptly remove the boot from the vehicle.

If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, the subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from immobilization.

4. Impoundment.

- a. At the discretion of a limited commissioned or commissioned City officer, the following vehicles may be impounded:
  - i. A vehicle that was involved in eight (8) or more parking tickets that are unpaid forty-five (45) or more days after the date of their issuance, where the registered owner of the vehicle was sent a notice pursuant to SMC 16A.61.790(C) and the owner fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges or posting a bond to cover such fines, fees and charges such that the vehicle can be removed from the scofflaw list under SMC ~~((16A.61.790(C)))~~ 16A.61.790(F)(2)(c); or
  - ii. A vehicle that was immobilized pursuant to SMC 16A.61.790(D) and the vehicle's owner failed to pay all fines, fees, and administrative charges or post a bond to cover such fines, fees and charges within two (2) business days of the date the vehicle was immobilized such that the vehicle can be removed from the scofflaw list under SMC ~~((16A.61.790(C)))~~ 16A.61.790(F)(2)(c); or
  - iii. As otherwise authorized by the model traffic code as adopted by reference in SMC 16A.02.010.
- b. Limited commissioned City officers, as applicable, shall use the uniform impound authorization and inventory form provided for by administrative rule by the Washington state patrol pursuant to RCW 46.55.075.
- c. If a vehicle has been impounded pursuant to SMC ~~((16A.61.790(E)))~~ 16A.61.790(F)(4), before the vehicle may be released from impound, the vehicle owner or an agent of the owner shall pay all fines and fees then owing, including but not limited to the amounts specified in SMC 8.02.083; and all towing and vehicle storage charges. Upon such payment, the vehicle shall be removed from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, such subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from impoundment.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



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

11/05/2018

**Date Rec'd**

10/22/2018

**Clerk's File #**

ORD C35697

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

CITY COUNCIL

**Contact Name/Phone**

KATE BURKE 625-6275

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

KATEBURKE@SPOKANECITY.ORG

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

Final Reading Ordinance

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

0320 - ORDINANCE CONCERNING PUBLIC ACCESS TO PUBLIC SPACES AT CITY HALL

**Agenda Wording**

An ordinance reaffirming that the first floor lobby of City Hall is open to all members of the public; enacting a new section 12.05.050 of the Spokane Municipal Code.

**Summary (Background)**

This ordinance provides that the first floor of City Hall is a publicly-accessible space during working hours, and that members of the public are welcome unless they are obstructing or interfering with the work of City employees.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

MCDANIEL, ADAM

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

PIES Comm., 8/22/2018

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

DALTON, PAT

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing****CITY COUNCIL**

MCDANIEL, ADAM

## **ORDINANCE NO. C35697**

An ordinance reaffirming that the first floor lobby of City Hall is open to all members of the public; enacting a new section 12.05.050 of the Spokane Municipal Code.

**WHEREAS**, City Hall is a publicly-owned building; and

**WHEREAS**, the City of Spokane strives to be a transparent government body, and seeks to encourage greater public participation in our local government activities; and

**WHEREAS**, one of the City's goals, as outlined in its strategic plan, is to "[c]reate a compassionate community so that all people can feel safe, empowered, and welcome"; and

**WHEREAS**, our strategic plan also calls on the City to "protect vulnerable populations," some of whom are people in Spokane who may have nowhere else to go during the coldest times of the year; and

**WHEREAS**, the recent "#spokind" City initiative tells the world that "[i]n Spokane, we strive to be a city of kindness," "no matter what you look like"; and

**WHEREAS**, the lobby of City Hall, on the first, floor, has a designated seating area where people can sit and rest without disturbing the work of City employees; and

**WHEREAS**, the City Council has determined that a specific statement that certain areas of City Hall are always accessible to the public is required.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That there is enacted a new section 12.05.050 of the Spokane Municipal Code to read as follows:

### **Section 12.05.050 Public Access to City Hall**

- A. City Hall is a public building, owned by the City of Spokane and its people, for the access of, and provision of services to, the people of Spokane.
- B. In addition to other areas to which the public has access during the City's office hours (defined in SMC 03.02.010 as 8 a.m. to 5 p.m., Monday through Friday, public holidays excepted), the first-floor lobby of City Hall is a public area, and any member of the public may enter and remain there during office hours, without time limit. A member of the public may be removed from the first-floor lobby of City Hall if he or she engages in violent or threatening behavior or causes a disturbance which impairs the ability of City employees to conduct City business.

- C. Other areas of City Hall may, by appropriate administrative policy, be designated as non-public areas, to which public access may be restricted during normal City office hours.
- D. All administrative policies which are in conflict with this section are superseded to the extent of the conflict.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

10/22/2018

<b>Date Rec'd</b>	10/10/2018
<b>Clerk's File #</b>	FIN 2018-0001
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FINANCE & ADMIN
<b>Contact Name/Phone</b>	CRYSTAL 625-6369
<b>Contact E-Mail</b>	CMARCHAND@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Hearings
<b>Agenda Item Name</b>	0410 - SET BUDGET HEARINGS

**Agenda Wording**

Setting the Hearings for review of the 2019 Proposed Budget beginning Monday, October 29, 2018 and continuing thereafter at the regular Council meetings during the month of November.

**Summary (Background)**

As part of the annual budget process, the City Council will hold public Hearings on the Proposed 2019 Budget for the City of Spokane. Public testimony is welcome on all sections of the Budget at each Hearing. The first Hearing will be held on October 29, 2018 and are currently scheduled to continue each Monday during the month of November. The Council may continue the Hearing up to the 25th day prior to the beginning of the next fiscal year.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	STOPHER, SALLY	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>	MARCHAND, CRYSTAL	<b><u>Other</u></b>
<b><u>Finance</u></b>	BUSTOS, KIM	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	DALTON, PAT	cmarchand@spokanecity.org
<b><u>For the Mayor</u></b>	SANDERS, THERESA	pingiosi@spokanecity.org
<b><u>Additional Approvals</u></b>		
<b><u>Purchasing</u></b>		

APPROVED BY  
SPOKANE CITY COUNCIL:

10/22/2018

*Lem Lefkowitz*  
CITY CLERK



**Agenda Sheet for City Council Meeting of:**  
10/29/2018

<b>Date Rec'd</b>	10/15/2018
<b>Clerk's File #</b>	ORD C35686
<b>Renews #</b>	

<b>Submitting Dept</b>	PLANNING	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	TIRRELL BLACK 625-6185	<b>Project #</b>	
<b>Contact E-Mail</b>	TBLACK@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0650 - COMP PLAN TEXT AMENDMENT, CHAPTER 2		

**Agenda Wording**

AN ORDINANCE RELATING TO APPLICATION TO ADD TO THE TEXT OF CHAPTER TWO - IMPLEMENTATION OF THE CITY'S COMPREHENSIVE PLAN TO INCLUDE A REFERENCE TO THE JOINT CITY COUNCIL-ADMINISTRATION SIX-YEAR STRATEGIC PLAN

**Summary (Background)**

AN ORDINANCE RELATING TO APPLICATION MADE BY CITY OF SPOKANE COUNCIL MEMBER KINNEAR, PLANNING FILE #Z18-253COMP AND ADDING TO THE TEXT OF CHAPTER TWO - IMPLEMENTATION OF THE CITY'S COMPREHENSIVE PLAN TO INCLUDE A REFERENCE TO THE JOINT CITY COUNCIL-ADMINISTRATION SIX-YEAR STRATEGIC PLAN ADOPTED BY RESOLUTION NUMBER (RES2017-0101), AMENDED OR ADOPTED THEREAFTER.

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

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

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	TRAUTMAN, HEATHER	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	TRAUTMAN, HEATHER	<b><u>Other</u></b>	Plan Commission Mtg
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	RICHMAN, JAMES	tblack@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	htrautman@spokanecity.org	
<b><u>Additional Approvals</u></b>		dkinder@spokanecity.org	
<b><u>Purchasing</u></b>		sbishop@spokanecity.org	
<b><u>CITY COUNCIL</u></b>	MCCLATCHEY, BRIAN		

## ORDINANCE C35686

AN ORDINANCE RELATING TO APPLICATION MADE BY CITY OF SPOKANE COUNCIL MEMBER KINNEAR, PLANNING FILE #Z18-253COMP AND ADDING TO THE TEXT OF CHAPTER TWO – IMPLEMENTATION OF THE CITY’S COMPREHENSIVE PLAN TO INCLUDE A REFERENCE TO THE JOINT CITY COUNCIL-ADMINISTRATION SIX-YEAR STRATEGIC PLAN ADOPTED BY RESOLUTION NUMBER (RES2017-0101), AMENDED OR ADOPTED THEREAFTER.

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, text amendment application Z18-253COMP was timely submitted to the City for consideration during the City’s 2017/2018 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z18-253COMP seeks to amend the text of Chapter Two - Implementation of the City’s Comprehensive Plan to include a reference to the Joint City Council-Administration Six-Year Strategic Plan; and

WHEREAS, staff requested comments from agencies and departments on April 20, 2018, and a public comment period ran from May 29, 2018 to July 27, 2018; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on September 19, 2018; and

WHEREAS, the Spokane City Plan Commission held a substantive workshop regarding the proposed Comprehensive Plan amendment on June 8, 2018; and

WHEREAS, this text amendment is procedural in nature and categorically exempt from SEPA review per WAC 197-11-800(19); and

WHEREAS, notice of the text changes and announcement of the September 12 2018 Plan Commission Public Hearing was published on August 29, 2018 and September 5, 2018; and

WHEREAS, the staff report for Application Z18-253COMP reviewed all the criteria relevant to consideration of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on September 12, 2018 for the Application Z18-253COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z18-253COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 10 to 0 to recommend approval of Application Z18-253COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z18-253COMP is approved.
2. Amendment of Text. Chapter Two – Implementation of the Spokane Comprehensive Plan is amended to include a reference to the Joint City Council-Administration Six-Year Strategic Plan.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2018.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

---

Effective Date



## **Plan Commission Findings**

**Spokane Plan Commission Findings of Fact, Conclusions,  
and Recommendations on the Comprehensive Plan Land Use  
Plan Map Amendment File No. Z2018-253COMP  
(TEXT AMENDMENT, CHAPTER 2)**

**A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the Comprehensive Plan Amendment application seeking to amend Chapter 2, Implementation Chapter text to include a reference to the Joint City Council – Administration Six-Year Strategic Plan.**

**FINDINGS OF FACT:**

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).
- B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.
- C. Amendment application Z2018-253COMP (the “Application”) was timely submitted for review during the City’s 2017/2018 amendment cycle.
- D. Application Z18-253COMP seeks to amend the text of Chapter Two - Implementation of the City’s Comprehensive Plan to include a reference to the Joint City Council-Administration Six-Year Strategic Plan
- E. Annual amendment applications are subject to a threshold review process to determine whether the applications will be included in the City’s Annual Comprehensive Plan Amendment Work Program.
- F. On February 7, 2018, an Ad Hoc City Council Committee reviewed the applications that had been timely submitted, and forwarded its recommendation to City Council regarding the applications.
- G. On March 26, 2018, the City Council adopted Resolution RES2018-0021 establishing the 2018 Comprehensive Plan Amendment Work Program, and including the Application in the Work Program.
- H. Thereafter, on April 20, 2018, staff requested comments from agencies and departments. No adverse comments were received from agencies or departments regarding the Application.
- I. A public comment period ran from May 28, 2018 to July 27, 2018 which provided a 60 day public comment period. The City did not receive any negative comments regarding the Application.
- J. On May 3, 2017, the Community Assembly received a presentation regarding the 2018 Comprehensive Plan Amendment Work Program and

the Application, and has been provided with information regarding the dates of Plan Commission workshops and hearings.

- K. On June 8, 2018, the Spokane City Plan Commission held a workshop to study the Application.
- L. This text amendment is procedural in nature and categorically exempt from SEPA review per WAC 97-11-800(19).
- M. On September 19, 2018, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.
- N. The staff report found that the amendment met all the decision criteria for approval of a Comprehensive Plan amendment as prescribed by SMC 17G.020, Comprehensive Plan Amendment Procedure.
- O. On September 12, 2018, the Plan Commission held a public hearing on the Application, and deliberations were continued to the Commission's September 26, 2018 meeting.
- P. Nobody testified in opposition to the Application, and the City did not receive any adverse comments from the public or otherwise regarding the Application.
- Q. As a result of the City's efforts, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.

## **CONCLUSIONS:**

Based upon the application materials, technical studies, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding the Application File No. Z2018-253COMP, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

- 1. The Application was timely submitted and added to the 2018 Annual Comprehensive Plan Amendment Work Program, and the final review application was submitted as provided in SMC 17G.020.050(D).
- 2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.
- 3. The Application is consistent with the goals and purposes of GMA.
- 4. Any potential infrastructure implications associated with the Application will either be mitigated through projects reflected in the City's relevant

six-year capital improvement plans or through enforcement of the City's development regulations at time of development.

5. The Plan Commission agrees with the Staff Report findings that the application meets the decision criteria and review guidelines as listed in SMC 17G.020.
6. The Application is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.
7. The Application has been considered simultaneously with the other proposals included in the 2018 Annual Comprehensive Plan Amendment Work Program in order to evaluate the cumulative effect of all the proposals.
8. SEPA review was not required for this amendment proposal as it is procedural in nature and categorically exempt from SEPA Review per WAC 197-11-800(19).
9. The Application will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

#### **RECOMMENDATIONS:**

In the matter of Z2018-253COMP, a request by Council Member Lori Kinnear to amend the text of Chapter 2, Implementation Chapter to include a reference to the Joint City Council – Administration Six-Year Strategic Plan, as based upon the above listed findings and conclusions, by a vote of 10 to 0, the Plan Commissions recommends to City Council the APPROVAL of the requested amendment to Chapter 2 of the City's Comprehensive Plan, and authorized the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the Application.

A handwritten signature in dark ink, appearing to read 'Dennis Dellwo', is written over a horizontal line.

**Dennis Dellwo, President  
Spokane Plan Commission  
October 10, 2018**

## **Staff Report**

**STAFF REPORT ON COMPREHENSIVE PLAN  
TEXT AMENDMENT APPLICATION  
FILE NO. Z2018-253COMP**

**I. DESCRIPTION OF PROPOSAL:**

This is an application sponsored by City of Spokane Council Member Kinnear for an amendment to the Comprehensive Plan, adding to the text of Chapter Two - Implementation, to include a reference to the Joint City Council-Administration Six-Year Strategic Plan adopted by resolution number (RES2017-0101), amended or adopted thereafter, with the addition of the following language to follow the last paragraph of section 2.1:

***Strategic Implementation***

*In addition to these regulatory tools city staff will implement the tenets of the plan in their projects and programs. Because the comprehensive Plan is designed to help the community realize a shared vision of the future, as the community, environment, and legal framework changes over time so should the community's guiding document. To ensure that the Comprehensive Plan functions as a living document, evolving to meet the needs of the community, the Joint Administration-Council Strategic Plan will serve as a strategic implementation guide to help direct the actions and priorities of elected officials and city staff. The Strategic Plan is designed to direct attention to projects that implement the goals and policies of the Comprehensive Plan.*

**II. GENERAL INFORMATION:**

- |    |                               |   |
|----|-------------------------------|---|
| A. | Applicant:                    | City of Spokane Council Member Kinnear  |
| B. | Location of Proposal:         | City-wide.  |
| C. | SEPA Status:                  | This text amendment is procedural in nature and categorically exempt from SEPA review per WAC 197-11-800(19). |
| D. | Enabling legislation:         | SMC 17G.020, Comprehensive Plan Amendment Process   |
| E. | Plan Commission Hearing Date: | September 12, 2018  |

F. Staff Contact: Shauna Harshman, 625-6551

G. Procedural Requirements:

- Agency & Departmental Review (April 20 – May 7, 2018)
- Notice of Application (May 29, 2018)
- Public Comment Period (May 29-July 27, 2018)
- Plan Commission Substantive Workshops (June 13, 2018)
- Notice of Plan Commission Hearing (August 29, 2018)
- Plan Commission Hearing (September 12, 2018)
- City Council Action (Fall 2018)

#### **IV. DEPARTMENT REPORTS**

Notice of this proposal was sent to City departments and outside agencies for their review. No comments concerning the specific language of the proposed amendment were received.

#### **V. CONCLUSIONS**

SMC 17G.020.030 provides a list of considerations that are to be used, as appropriate, in evaluating proposal to amend the comprehensive plan. The following is a list of those considerations followed by staff analysis relative each.

A. Regulatory Changes.

Amendments to the Comprehensive Plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

*Relevant facts: The proposal is being considered and processed in accordance with the most current regulations of the Growth Management Act, the Washington State Environmental Policy Act (SEPA) and the Spokane Municipal Code. There is no known recent state, federal or local legislative actions with which the proposal would be in conflict. Staff concludes this criterion is met.*

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

*Relevant facts: The “Legislative findings” included in the Revised Code of Washington pertaining to GMA is essentially a call for coordinated and planned growth that is done cooperatively between citizens, government, and the private sector. The complete text of the “Legislative findings” follows:*

RCW 36.70A.010, Legislative findings.

*The legislature finds that uncoordinated and unplanned growth, together with a lack of common goals expressing the public's interest in the conservation and the wise use of our lands, pose a threat to the environment, sustainable economic development, and the health, safety, and high quality of life enjoyed by residents of this state. It is in the public interest that citizens, communities, local governments, and the private sector cooperate and coordinate with one another in comprehensive land use planning.*

*The Growth Management Act contains 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, "Planning Goals"). The two goals that are most directly related to the land use element state:*

- ♦ *Urban growth. "Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner."*
- ♦ *Reduce sprawl. "Reduce the inappropriate conversion of undeveloped land into sprawling, low density development."*

*Based on the evaluation provided elsewhere in this report, staff concludes that the application is consistent with these and the rest of the GMA Planning goals and the overall purpose of the Growth Management Act.*

#### C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

*Relevant facts:* *Staff has concluded that this criterion is not applicable to this proposal. There are no financing implications.*

#### D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

*Relevant facts:* *Staff has concluded that this criterion is not applicable to this proposal. There are no funding shortfall implications.*

#### E. Internal Consistency.

##### 1. Internal Consistency.

The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development



regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

2. If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

*Relevant facts: The proposal is internally consistent and does not result in the need for other amendments to the Comprehensive Plan amendments or development regulations.*

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

*Relevant facts: This amendment will not impact regional consistency.*

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

i. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

ii. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

*Relevant facts: This application is being reviewed as part of the annual cycle of comprehensive plan amendments. Staff concludes that this criterion is met.*

#### H. SEPA.

SEPA review must be completed on all amendment proposals and is described in chapter 17E.050.

##### 1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

##### 2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

*Relevant facts: The text amendment is procedural in nature and categorically exempt from SEPA review per WAC 197-11-800(19).*

#### I. Adequate Public Facilities.

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

*Relevant facts: All affected departments and outside agencies providing services to the subject properties have had an opportunity to comment on the proposal and no agency or department offered comments. Staff concludes that this criterion is met.*

#### J. UGA.

*Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.*

*Relevant facts: The proposal does not involve amendment of the urban growth area boundary. This criterion is not applicable to this proposal.*

#### K. Demonstration of Need.

##### 1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the

comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan. Examples of such findings could include:

- a. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- b. the capacity to provide adequate services is diminished or increased;
- c. land availability to meet demand is reduced;
- d. population or employment growth is significantly different than the plan's assumptions;
- e. plan objectives are not being met as specified;
- f. the effect of the plan on land values and affordable housing is contrary to plan goals;
- g. transportation and/or other capital improvements are not being made as expected;
- h. a question of consistency exists between the comprehensive plan and its elements and chapter 36.70A RCW, the countywide planning policies, or development regulations.

**Relevant facts:** *This proposal is a request for a Comprehensive Plan text amendment, not a policy adjustment. This criterion is not applicable to this proposal.*

## 2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

**Relevant facts:**

*This criterion is not applicable to this proposal.*

- b. The map amendment or site is suitable for the proposed designation;

**Relevant facts:** *This criterion is not applicable to this proposal.*

- c. The map amendment implements applicable comprehensive plan policies better than the current map designation.

Relevant facts: *This criterion is not applicable to this proposal.*

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Relevant facts: *This criterion is not applicable to this proposal.*

L. Inconsistent Amendments.

1. Review Cycle.

Because of the length of time required for staff review, public comment, and plan commission's in-depth analysis of the applicant's extensive supporting data and long-term trend analysis, proposals that are not consistent with the comprehensive plan are addressed only within the context of the required comprehensive plan update cycle every seven years pursuant to RCW 36.70A.130(4)(C) and every other year starting in 2005.

Relevant facts: *This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.*

2. Adequate Documentation of Need for Change.

- a. The burden of proof rests entirely with the applicant to provide convincing evidence that community values, priorities, needs and trends have changed sufficiently to justify a fundamental shift in the comprehensive plan. Results from various measurement systems should be used to demonstrate or document the need to depart from the current version of the comprehensive plan. Relevant information may include:
- b. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- c. the capacity to provide adequate services is diminished or increased;
- d. land availability to meet demand is reduced;
- e. population or employment growth is significantly different than the plan's assumptions;
- f. transportation and/or other capital improvements are not being made as expected;

- g. conditions have changed substantially in the area within which the subject property lies and/or Citywide;
- h. assumptions upon which the plan is based are found to be invalid; or
- i. sufficient change or lack of change in circumstances dictates the need for such consideration.

*Relevant facts:* *This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.*

3. Overall Consistency.

If significantly inconsistent with the current version of the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

*Relevant facts:* *This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.*

**VI. RECOMMENDATION:**

Staff recommends that this Comprehensive Plan text change be approved as proposed.

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

10/29/2018

**Date Rec'd**

10/15/2018

**Clerk's File #**

ORD C35687

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

PLANNING

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

TIRRELL BLACK 625-6185

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

TBLACK@SPOKANECITY.ORG

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

First Reading Ordinance

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

0650 - PLESE &amp; PLESE, LLC LAND USE PLAN MAP AMENDMENT

**Agenda Wording**

Plese & Plese, LLC is a proposal to amend the land use plan map for two split zoned parcels from "Residential 4-10" to "Office". The properties are addressed at 6216 N. Washington Street and 6217 N. Whitehouse Street; the size is approximately 0.27

**Summary (Background)**

AN ORDINANCE RELATING TO APPLICATION MADE BY PLESE & PLESE LLC, PLANNING FILE #Z17-630COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 4-10" TO "OFFICE" FOR APPROXIMATELY 0.25 ACRES TOTAL DESCRIBED AS: LOTS 5, 33, AND 34, OF BLOCK 5, BYRNE ADDITION CITY OF SPOKANE, WASHINGTON; AND AMENDING THE ZONING MAP FROM "RESIDENTIAL SINGLE FAMILY (RSF)" TO "OFFICE (0-35)."

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

TRAUTMAN, HEATHER

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

TRAUTMAN, HEATHER

**Other**

Plan Commission Mtg

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

RICHTMAN, JAMES

tblack@spokanecity.org

**For the Mayor**

SANDERS, THERESA

htrautman@spokanecity.org

**Additional Approvals**

dkinder@spokanecity.org

**Purchasing**

sbishop@spokanecity.org

## ORDINANCE C35687

AN ORDINANCE RELATING TO APPLICATION MADE BY PLESE & PLESE LLC, PLANNING FILE #Z17-630COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 4-10" TO "OFFICE" FOR APPROXIMATELY 0.25 ACRES TOTAL DESCRIBED AS: LOTS 5, 33, AND 34, OF BLOCK 5, BYRNE ADDITION CITY OF SPOKANE, WASHINGTON; AND AMENDING THE ZONING MAP FROM "RESIDENTIAL SINGLE FAMILY (RSF)" TO "OFFICE (O-35)."

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z17-630COMP was timely submitted to the City for consideration during the City's 2017/2018 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z17-630COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 4-10" to "Office" for 0.25 acres of Lots 33 and 34. If approved, the implementing zoning designation requested is "Office (O-35)"; and

WHEREAS, during consideration of the 2017 Comprehensive Plan Amendment docket, the City Council adopted Resolution 2018-0021 expanding the area of the proposed amendment to include Lot 5; and

WHEREAS, staff requested comments from agencies and departments on April 20, 2018, and a public comment period ran from May 29, 2018 to July 27, 2018; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on September 19, 2018; and

WHEREAS, the Spokane City Plan Commission held a substantive workshop regarding the proposed Comprehensive Plan amendment on June 19, 2018; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 28, 2018 for the Comprehensive Land Use Plan Map

and Zoning Map changes (“DNS”). The public comment period for the SEPA determination ended on September 11, 2018; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the September 12 2018 Plan Commission Public Hearing was published on August 29, 2018 and September 5, 2018; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor’s record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on August 29, 2018; and

WHEREAS, the staff report for Application Z17-630COMP reviewed all the criteria relevant to consideration of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on September 12, 2018 for the Application Z17-630COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z17-630COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 10 to 0 to recommend approval of Application Z17-630COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z17-630COMP is approved.
2. Amendment of Land Use Map. The Spokane Comprehensive Plan Land Use Plan Map is amended from “Residential 4-10” to “Office” for 10.76 acres, as shown in Exhibit A.
3. Amendment of Zoning Map. The City of Spokane Zoning Map is amended from “Residential Single Family (RSF)” to “Office (O-35)” for this same area, as shown in Exhibit B.



PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2018.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

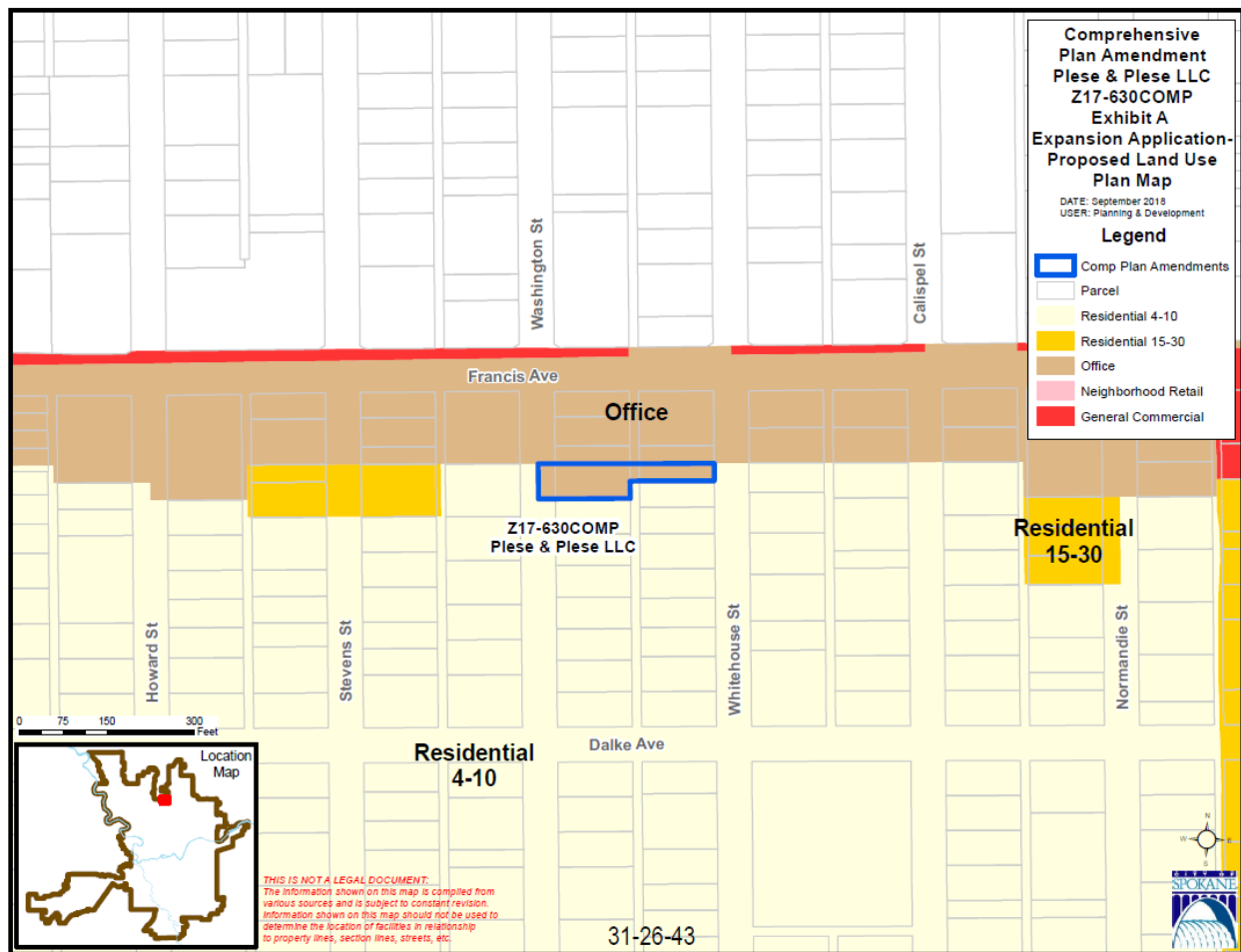
\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

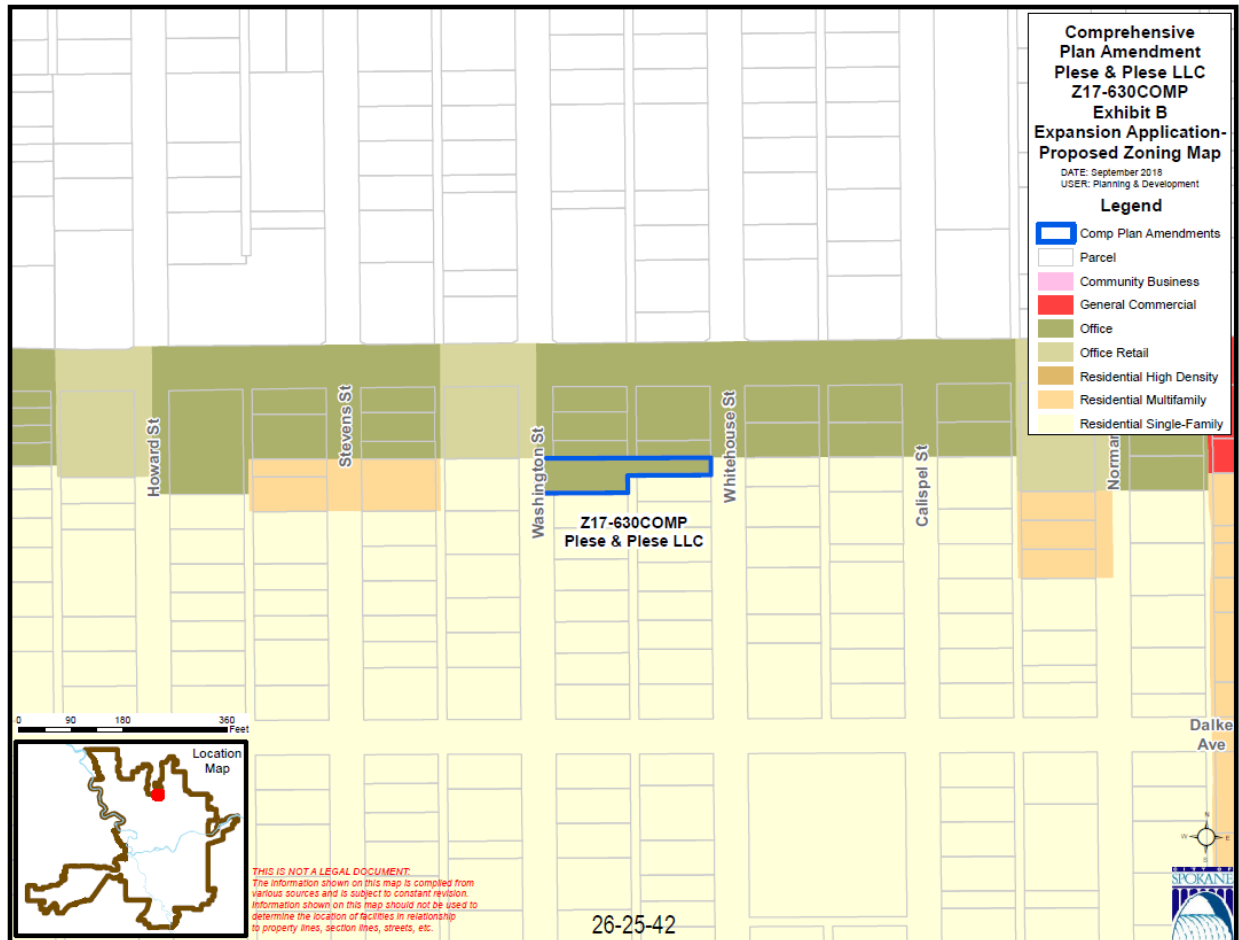
\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

# Exhibit A



## Exhibit B



## **Plan Commission Findings**

**Spokane Plan Commission Findings of Fact, Conclusions,  
and Recommendations on the Comprehensive Plan Land Use  
Plan Map Amendment File No. Z2017-630COMP  
(PLESE & PLESE LLC)**

**A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the Comprehensive Plan Amendment application seeking to amend the land use plan map designation from “Residential 4-10” to “Office” for approximately 0.25 ACRES total described as: LOTS 5, 33, AND 34, OF BLOCK 5, BYRNE ADDITION CITY OF SPOKANE. The implementing zoning designation requested is to change to the Office (O-35) zone.**

**FINDINGS OF FACT:**

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).
- B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.
- C. Amendment application Z2017-623COMP (the “Application”) was timely submitted for review during the City’s 2017/2018 amendment cycle.
- D. The Application seeks to amend the land use designation for a approximately 0.25 acres total described as lots 5, 33, and 34 of Block 5, Byrne Addition, City of Spokane(the “Property”), from “Residential 4-10” to “Office” with a corresponding change in zoning to Office (O-35) zone.
- E. Annual amendment applications are subject to a threshold review process to determine whether the applications will be included in the City’s Annual Comprehensive Plan Amendment Work Program.
- F. On February 7, 2018, an Ad Hoc City Council Committee reviewed the applications that had been timely submitted, and forwarded its recommendation to City Council regarding the applications.
- G. On March 26, 2018, the City Council adopted Resolution RES2018-0021 establishing the 2018 Comprehensive Plan Amendment Work Program, and including the Application in the Work Program.
- H. Thereafter, on April 20, 2018, staff requested comments from agencies and departments. No adverse comments were received from agencies or departments regarding the Application.
- I. A public comment period ran from May 28, 2018 to July 27, 2018 which provided a 60 day public comment period. The City did not receive any negative comments regarding the Application.

- J. On May 3, 2017, the Community Assembly received a presentation regarding the 2018 Comprehensive Plan Amendment Work Program and the Application, and has been provided with information regarding the dates of Plan Commission workshops and hearings.
- K. On July 11, 2018, the Spokane City Plan Commission held a workshop to study the Application.
- L. On August 28, 2018, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Comprehensive Land Use Plan Map and Zoning Map changes, including the Application. The deadline to appeal the SEPA determination was September 11, 2018.
- M. On September 19, 2018, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.
- N. On August 29 and September 5, 2018, the City caused notice to be published in the Spokesman Review providing notice of the SEPA Checklist and Determination of Non-Significance, the Comprehensive Plan Land Use Map amendment, and announcing the September 12, 2018 Plan Commission Public Hearing.
- O. On August 29, 2018, Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property.
- P. The staff report found that the amendment met all the decision criteria for approval of a Comprehensive Plan amendment as prescribed by SMC 17G.020, Comprehensive Plan Amendment Procedure.
- Q. On September 12, 2018, the Plan Commission held a public hearing on the Application, and deliberations were continued to the Commission's September 26, 2018 meeting.
- R. Nobody testified in opposition to the Application, and the City did not receive any adverse comments from the public or otherwise regarding the Application.
- S. As a result of the City's efforts, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.

## **CONCLUSIONS:**

Based upon the application materials, technical studies, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding the Application File No. Z2017-630COMP, the Plan Commission makes

the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

1. The Application was timely submitted and added to the 2018 Annual Comprehensive Plan Amendment Work Program, and the final review application was submitted as provided in SMC 17G.020.050(D).
2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.
3. The Application is consistent with the goals and purposes of GMA.
4. Any potential infrastructure implications associated with the Application will either be mitigated through projects reflected in the City's relevant six-year capital improvement plans or through enforcement of the City's development regulations at time of development.
5. The Plan Commission agrees with the Staff Report findings that the application meets the decision criteria and review guidelines as listed in SMC 17G.020.
6. The Application is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.
7. The Application has been considered simultaneously with the other proposals included in the 2018 Annual Comprehensive Plan Amendment Work Program in order to evaluate the cumulative effect of all the proposals.
8. SEPA review was completed for the Application, and pursuant to SEPA, any adverse environmental impacts associated with the Application will be mitigated by enforcement of the City's development regulations.
9. The Application will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.
10. The Application proposes a land use designation that is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).
11. The proposed map amendment and site is suitable for the proposed designation.

12. The map amendment would implement applicable comprehensive plan policies better than the current map designation.

### **RECOMMENDATIONS:**

In the matter of Z2017-630COMP, a request by Taud Hume of Parsons, Burnett, Bjordahl, Hume Attorneys, on behalf of Plese & Plese LLC to change the land use plan designation on .25 acres of land from "Residential 4-10" to "Office" with a corresponding change of the implementing zoning to O-35 (Office, 35 foot height limit), as based upon the above listed findings and conclusions, by a vote of 10 to 0, the Plan Commissions recommends to City Council the APPROVAL of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan, and authorized the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the Application.

A handwritten signature in black ink, appearing to read "Dennis Dellwo", is written over a horizontal line.

**Dennis Dellwo, President**  
**Spokane Plan Commission**  
October 10, 2018



## **Staff Report**

**STAFF REPORT ON COMPREHENSIVE PLAN  
LAND USE AMENDMENT APPLICATION  
FILE NO. Z17-630COMP, Plese & Plese LLC with City Council Requested Expansion**

**I. SUMMARY OF REQUEST AND RECOMMENDATIONS:**

**DESCRIPTION OF PROPOSAL:**

The proposal is to change the land use designation of portions of two adjacent split-zoned properties, totaling approximately 11,031 square feet (0.25 acres) in size, from “Residential 4-10” to “Office.” If the requested Comprehensive Plan amendment is approved, the zoning of the subject properties would be changed from RSF (Residential Single Family) to O-35 (Office with 35 foot height limit). No specific development proposal is being proposed at this time.

The subject property consists of the southern portion of two split-zoned parcels; a 7,680 square foot (0.175 acre) portion of a parcel located at 6216 North Washington Street proposed for a change in land use designation by the property owner (“Parcel 1”) and a 3,351 square foot portion of a similarly situated parcel located immediately east and across the alley from the applicant’s proposed parcel to the Plan Commission for consideration for the same changes on the land use plan map (“Parcel 2”). During the docketing process for annual Comprehensive Plan amendments, City Council expanded the area of the proposed land use map change to include Parcel 2.

**II. GENERAL INFORMATION:**

<b>Agent(s):</b>	Taudd Hume, Parsons/Burnett/Bjordahl/Hume, LLP
<b>Applicant/Property Owner(s):</b>	Plese & Plese LLC, Vic Plese
<b>Location of Proposal:</b>	<u>Parcel 1 (Owner Initiated):</u> 6216 N Washington Street (parcel 36311.0517).  <u>Parcel 2 (City-Initiated):</u> 6217 N Whitehouse Street (parcel 36311.0503).
<b>Legal Description</b>	Full legal descriptions of the subject properties are available in the Planning Services Department, located on the 3 <sup>rd</sup> Floor of City Hall, 808 West Spokane Falls Blvd., Spokane, WA 99201-3329.
<b>Existing Land Use Plan Designation:</b>	“Residential 4-10 ” (Residential, 4 to 10 dwelling units per acre)
<b>Proposed Land Use Plan Designation:</b>	“Office”
<b>Existing Zoning:</b>	RSF (Residential Single Family)
<b>Proposed Zoning:</b>	O-35 (Office, 35-foot height limit)

<b>SEPA Status:</b>	A SEPA threshold Determination of Non-Significance (DNS) was made on August 28, 2018. The appeal deadline is Noon on September 11, 2018
<b>Enabling Code Section:</b>	SMC 17G. 020, Comprehensive Plan Amendment Procedure
<b>Plan Commission Hearing Date:</b>	September 12, 2018
<b>Staff Contact:</b>	Teri Stripes, Assistant Planner; <a href="mailto:tstripes@spokanecity.org">tstripes@spokanecity.org</a>
<b>Recommendation:</b>	<b>APPROVE</b>

### **III. BACKGROUND INFORMATION:**



- A. Site Description: The subject property consists of portions of two adjacent parcels on the interior of a block bounded by N Francis Avenue, N Washington Street, N Whitehouse Street, and N Dalke Avenue. The first parcel included in the proposal ("Parcel 1"/ 36311.0517) consists of three platted lots on the east side of N Washington Street, with a combined area of approximately 11,325 square feet; the area of the proposed amendment is approximately the 7,680 square foot portion of Parcel 1 that is currently designated "Residential 4-10." The remainder of the parcel is designated "Office." A single family

residence, constructed in 1954, is situated near the middle of the parcel, with the zoning boundary running through it. The properties directly to the north, between Parcel 1 and Francis Avenue, are also owned by the applicant.<sup>1</sup>

City Council Resolution RES 2018-0021 expanded the area of the proposal to include the parcel immediately to the east ("Parcel 2"/ 36311.0503). The zoning and land use designations of Parcel 2 are split between "Residential 4-10" and "Office" along the same lines as Parcel 1. Parcel 2 totals approximately 7,840 square feet (0.18 acres) in size, of which 3,351 square feet (0.09 acres) is currently designated "Residential 4-10" and therefore included in the proposed Comprehensive Plan land use map change. Located on the eastern face of the block, Parcel 2 has frontage on N Whitehouse Street, and is separated from Parcel 1 by an alley. Like Parcel 1, Parcel 2 is developed with a single family residence constructed in 1954.

Parcels to the south of the subject property are primarily developed with single family residences. There are residential as well as office uses to the west and east. All public streets in the vicinity are improved but do not include sidewalks. Francis Avenue, approximately 100 feet north of the subject property, is a principal arterial street and also designated as State Route 291. Spokane Transit Authority Route 27 provides bus service along Francis Avenue. Washington Street and Whitehouse Street are local access streets.

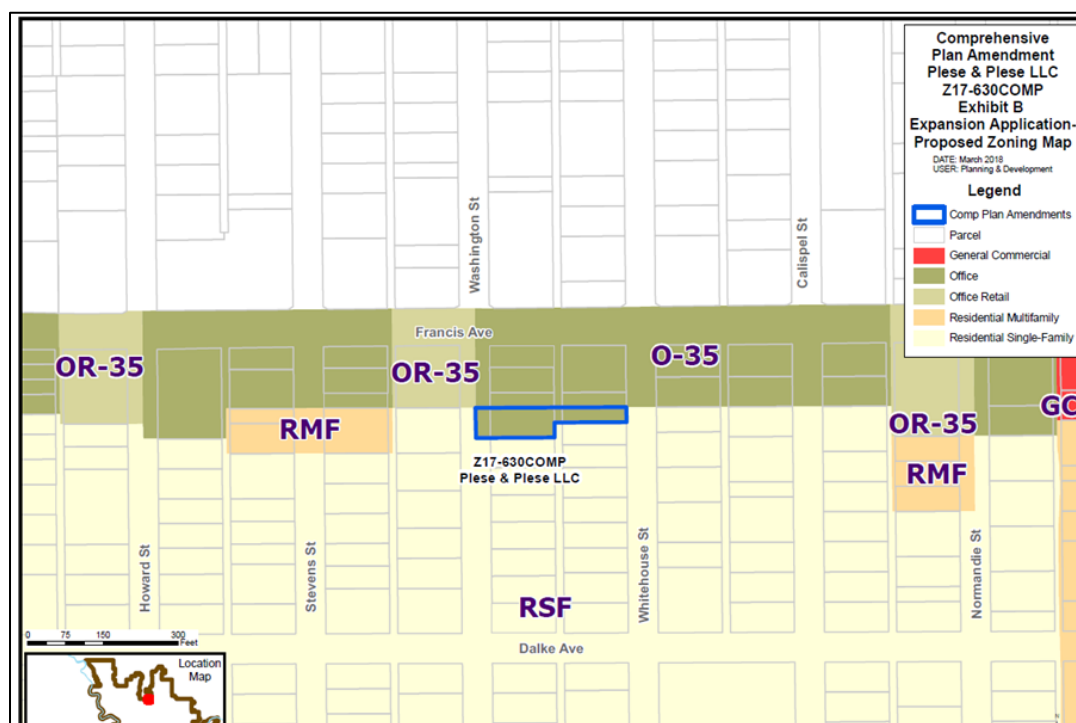
Project Description: Plese & Plese LLC, the owner of Parcel 1, initiated the proposal to amend the Comprehensive Plan land use plan map designation for a portion of Parcel 1 from "Residential 4-10" to "Office." The Comprehensive Plan Amendment application is a non-project action under SEPA and, if approved, would allow any type of development in the designated zoning category (at time of building or "project" application) to occur. The applicant stated possible development goals in their application: "The property owner seeks to develop the three parcels it owns as a single site for a bank or office use, as permitted in the underlying Office zone." However, the subject land use map amendment, if approved, does not bind the applicant to this stated use.

City Council established the Annual Comprehensive Plan Amendment Work Program for 2018 by resolution (RES 2018-0021) on March 26, 2018. In approving RES 2018-0021 and establishing the docket for annual Comprehensive Plan amendments, Council found that Z2017-630COMP met the guidance set forth in SMC 17G.020.026(D) for consideration of a geographic expansion, specifically to include Parcel 2, which is also split between the RSF and O-35 zones. Because the expansion to include Parcel 2 was initiated by city council and not by the applicant, the City has assumed the burden of notification to the increased notification area as well as placing a sign on the Whitehouse property. Staff has provided the required extra notice, spoken with the current property owner at 6217 N Whitehouse Street, who has voiced no negative concerns and appears to be happy with the assistance to clean-up the split zoning status of their property. Staff has received no public or agency comments on the expansion of the proposed land use map change.

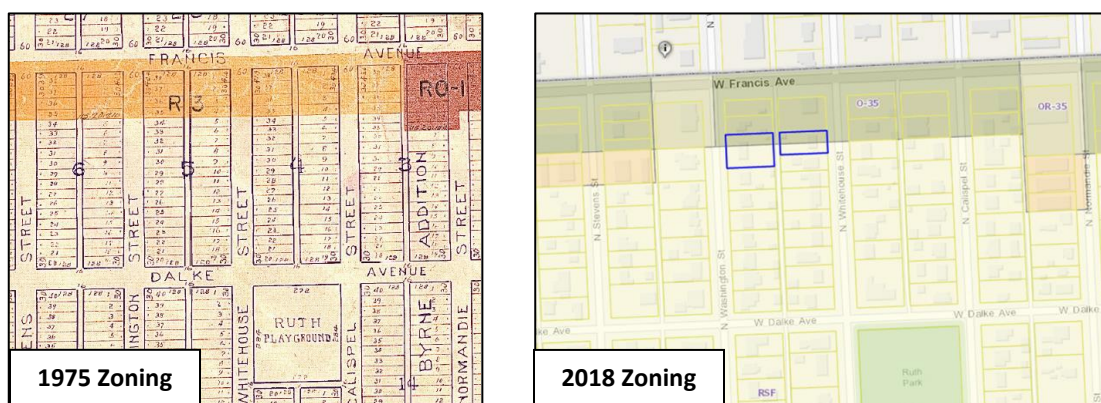
If approved, both parcels will be zoned O-35 (Office with a 35-foot height limit) and could be developed consistent with office and other uses permitted within that zoning category.

<sup>1</sup> Tax parcel 6311.0519 at 6228 N Washington Street and tax parcel 36311.0518 at 6222 N Washington Street, both within the "Office" land use designation.

## B. Proposed Land Use Plan Map



## C. Land Use History:



The subject property is located in a section of the city annexed 1907 and was platted the same year as part of Block 5 of the Byrne Addition subdivision. Interior lots in the Byrne Addition were 30 feet in width, and both Parcel 1 and Parcel 2 consist of multiple smaller lots from the original subdivision plat. Historic zoning maps indicate that the boundary between higher intensity zones along the south side of Francis Avenue and single family residential zones conformed to a boundary between original platted lots in Byrne Addition, but not the eventual boundary between parcels, which reflected holdings of multiple 30-foot-wide lots. The location of the land use and zoning boundary resulted in split designation and zoning of both Parcel 1 and Parcel 2.

In 1954, residences were constructed on both parcels. The adoption of the Comprehensive Plan in 2001 changed the designation of the northern portion of each parcel from "Medium Residential/Low Rise Office" to "Office," but retained the existing boundary between designations, which cuts across both parcels.

D. Adjacent Land Use:

Parcel 1

North:	Office (single family residences)
South:	Residential 4-10 (single family residences)
East:	Residential 4-10 (single family residences)
West (across N Washington Street):	Residential 4-10 (single family residences) and Office (custom retail)

Parcel 2

North:	Office (Hair and Nail Salon)
South:	Residential 4-10 (single family residences)
East (across N Whitehouse Street):	Residential 4-10 (single family residences)
West:	Residential 4-10 (single family residences)

E. Applicable Municipal Code Regulations: SMC 17G.020, Comprehensive Plan Amendment Procedures.

F. Application Process:

- Application was submitted on October 30, 2017 and Certified Complete on April 20, 2018;
- City Council established the Annual Comprehensive Plan Amendment Work Program for 2018 by Resolution, RES 2018-0021 on March 26, 2018;
  - March 26, 2018, Council found that Z2017-630COMP most closely met the guidance of SMC 17G.020.026(D) for consideration of a geographic expansion at 6217 N. Whitehouse Street (0.09 acres)
- Applicant was provided Notice of Application on May 16, 2018;
- Notice of Application was posted, published, and mailed on May 29, 2018, which began a 60-day public comment period. The comment period ended July 27, 2018;
- The applicant made a presentation regarding the proposal to the North Hill Council on June 14, 2018.
- A SEPA Determination of Non Significance was issued on August 28, 2018;
- Notice of Public Hearing was posted and mailed by August 29, 2018;
- Notice of Public Hearing was published on August 29 and September 5, 2018;
- Hearing Date is scheduled with the Plan Commission for September 12, 2018.

#### **IV. AGENCY, INTERESTED DEPARTMENT, AND PUBLIC COMMENT**

Notice of this proposal and Council's expansion was sent to City departments and outside agencies for their review. Department comments are included in the file. No substantive comments were received on this proposal.

As of the date of the staff report, one written public comment has been received regarding this proposal. That letter will be included in the packets forwarded to the Plan Commission and/or City Council.

#### **V. COMPREHENSIVE PLAN AMENDMENT PROCESS GUIDING PRINCIPLES**

SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:

1. Keep the comprehensive plan alive and responsive to the community.
2. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.
3. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.
4. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.
5. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.
6. The proposed changes must result in a net benefit to the general public.

#### **VI. REVIEW CRITERIA**

SMC Section 17.G.020.030 provides a list of considerations that are to be used, as appropriate, by applicants in developing amendment proposals, by planning staff in analyzing proposals, and by the plan commission and city council in making recommendations and decisions on amendment proposals. The applicable criteria are shown below in ***bold italic*** print. Following each criterion is staff analysis relative to the amendment requested.

##### ***A. Regulatory Changes.***

***Amendments to the Comprehensive Plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.***

**Staff Analysis:** The applicant's proposal with the Council expansion is being considered and processed in accordance with the most current regulations of the Growth Management Act, the Washington State Environmental Policy Act (SEPA) and the Spokane Municipal Code. There are no known recent state, federal or local legislative actions with which the proposal would be in conflict. Staff concludes this criterion is met.

**B. GMA.**

***The change must be consistent with the goals and purposes of the state Growth Management Act.***

**Staff Analysis:** The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, "Planning Goals"), and these goals guided the City's development of its comprehensive plan and development regulations. This proposal has been reviewed for GMA compliance by staff from the Washington Department of Commerce. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA. The proposal meets this criterion.

**C. Financing.**

***In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.***

**Staff Analysis:** The applicant's proposal with the Council expansion has been reviewed by city departments responsible for providing public services and facilities. No comments have been made indicating that this proposal creates issues with any public services and facilities. Per State law, any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020.

Staff concludes that this criterion is met.

**D. Funding Shortfall.**

***If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.***

**Staff Analysis:** Staff has concluded that this criterion is not applicable to this proposal. There are no funding shortfall implications.

**E. Internal Consistency.**



1. ***The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.***

**Staff Analysis:** The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

Development Regulations. As a non-project proposal, there are no specific plans for development of this site. Additionally, any future development on this site will be required to be consistent with the current development regulations at the time an application is submitted. The proposal does not result in any non-conforming uses or development and staff finds no reason to indicate that the proposed Comprehensive Plan Land Use Map and zone change would result in a property that cannot be reasonably development in compliance with applicable regulations.

Capital Facilities Program. As described in the staff analysis of criterion C, above, no additional infrastructure or capital expenditures by the City are anticipated for this non-project action, and it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted After 2001. The North Hill Neighborhood, utilizing the \$21,150 allocated by the Spokane City Council in 2007, began a planning process in 2014, and adopted the North Hill Neighborhood Action Plan in June 2015. The strategic plan identifies goals, policies, and catalytic projects related to supporting the Garland Business District, reduce crime, improve public safety, and preservation of neighborhood character. The plan does not identify any strategies relating to the future use or development of the subject parcel, nor were any priority projects identified within or adjacent to the subject parcel. Therefore, the proposal to change the land use designation and zoning for the subject property is internally consistent with applicable neighborhood planning documents.

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a group of Comprehensive Plan Goals and Policies which are excerpted from the Comprehensive Plan and contained in Exhibit S-2 of this report. Further discussion of cogent Comprehensive Plan policies are included under criterion K.2 below.

2. ***If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.***

**Staff Analysis:** The proposal is generally consistent with current comprehensive plan policies, as described in further detail in findings elsewhere within this report. Therefore, no amendment to policy wording is necessary and this criterion does not apply to the subject proposal.

#### ***F. Regional Consistency.***

***All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.***

**Staff Analysis:** This amendment will not impact regional consistency.

#### ***G. Cumulative Effect.***

***All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.***

1. ***Land Use Impacts.***

***In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.***

2. ***Grouping.***

***Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.***

**Staff Analysis:** This application with the Council's expansion are being reviewed as part of the annual cycle of comprehensive plan amendments. Adjacent properties to the north, east, and west along Francis are properties zoned Office. There are no indications that there will be adverse impacts on either site by this action.

Staff concludes that this criterion is met.

## **H. SEPA.**

***SEPA review must be completed on all amendment proposals.***

### **1. Grouping.**

***When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.***

### **2. DS.**

***If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).***

**Staff Analysis:** The application with the Council's expansion has been reviewed in accordance with the State Environmental Policy Act (SEPA) that requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of information contained with the environmental checklist, the written comments from local and State departments and agencies concerned with land development within the city, a review of other information available to the Director of Planning Services, and in recognition of the mitigation measures that will be required by State and local development regulations at the time of development, a Determination of Non-Significance (DNS) was issued on August 28, 2018.

Staff concludes that this criterion is met.

## **I. Adequate Public Facilities.**

***The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.***

**Staff Analysis:** All affected departments and outside agencies providing services to the subject properties have had an opportunity to comment on the proposal and no agency or department offered comments suggesting the proposal would affect the City's ability to provide adequate public facilities to the property or surrounding area or consume public resources otherwise needed to support comprehensive plan implementation strategies. Any specific site development impacts can be addressed at time of obtaining a building permit, when actual site development is proposed.

Staff concludes that this criterion is met.

## **J. UGA.**

***Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.***

**Staff Analysis:** The subject proposal does not involve an amendment to the Urban Growth Area boundary. Therefore, this criterion does not apply to this proposal.

***K. Demonstration of Need.***

***1. Policy Adjustments.***

***Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved [...]***

**Staff Analysis:** This proposal with the Council's expansion are a request for a Comprehensive Plan Land Use Plan Map amendment, not a policy adjustment.

This criterion is not applicable to this proposal.

***2. Map Changes.***

***Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:***

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);***

**Staff Analysis:** The applicant provided a discussion of the applicable Goals and Policies from the Comprehensive Plan, which supports their request for the Land Use Plan Map Amendment. Staff has reviewed and concurs with the analysis prepared by the applicant. Policy LU 1.5 suggests that office uses should be located where it continues the office development pattern, such as along Francis Avenue and in designated Centers and Corridors: "For example, office use is encouraged in areas designated Office along the south side of Francis Avenue between Cannon Street and Market Street to a depth of not more than approximately 140 feet from Francis Avenue."

Where it splits Parcel 1, the depth of the current Office designation is almost 122 feet from Francis Avenue. The proposed land use map amendment would increase that depth to approximately 184 feet. That depth of office zoning also occurs where Francis Avenue intersects with Howard Street and Division Street.

Thus staff finds that by changing the land use plan map designation from Residential 4-10 to Office on both parcels, the range of potential uses of the sites will be

expanded and the properties can be reused in more productive manner, and still provide the buffering to the adjacent residential uses.

Staff concludes that this criterion is met.

***b. The map amendment or site is suitable for the proposed designation;***

**Staff Analysis:** The subject parcels are without slope and have sufficient area and dimension so that it can easily be developed in accordance with the standards of the O-35 zone. The O-35 zone can be applied to both parcels without negatively affecting adjacent or nearby uses. Each parcel has direct connections to the arterial street network and have close access to transit service provided by STA Route 27.

Staff finds that both parcels are suitable for the proposed designation.

***c. The map amendment implements applicable comprehensive plan policies better than the current map designation.***

**Staff Analysis:** Staff finds that the proposed amendment with the Council's expansion are consistent with the Comprehensive Plan policies.

Staff concludes that this amendment and staff recommendations would implement the Comprehensive Plan better than the current land use plan designation.

**3. Rezones, Land Use Plan Map Amendment.**

***Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.***

**Staff Analysis:** The applicant has requested a corresponding change in the zoning classification to occur if the change to Office Land Use Plan Map designation is made. The applicant has requested O-35 (Office with 35-foot height limit) zoning, which matches the adjacent zoning designation to the north, east, and west. The O-35 zone implements the "Office" land use designation proposed by the applicant. No policy language changes have been identified as necessary to support the proposed land use plan map amendment. The proposal meets this criterion.

**VIII. STAFF RECOMMENDATION**

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan

Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan.

Staff recommends that the Plan Commission recommend **APPROVAL** of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan Map for the subject property consisting of portions of two properties totaling approximately 11,031 square feet (0.25 acres) in size and located at 6216 N Washington Street and 6217 N Whitehouse Street.

## **IX.** **LIST OF EXHIBITS**

<u>Exhibit</u>	<u>Description</u>
A-1	Application Materials
A-2	SEPA Checklist
S-1	SEPA Determination of Non-Significance
S-2	Relevant Comprehensive Plan Policies
P-1	Public Comment – Foley
PA-1	Agency Comment – Spokane Tribe of Indians

## EXHIBIT S-2 – RELEVANT COMPREHENSIVE PLAN POLICIES

### LU 1.5 Office Uses

*Direct new office uses to Centers and Corridors designated on the Land Use Plan Map.*

**Discussion:** Office use of various types is an important component of a Center. Offices provide necessary services and employment opportunities for residents of a Center and the surrounding neighborhood. Office use in Centers may be in multi-story structures in the core area of the Center and transition to low-rise structures at the edge.

To ensure that the market for office use is directed to Centers, future office use is generally limited in other areas. The Office designations located outside Centers are generally confined to the boundaries of existing Office designations. Office use within these boundaries is allowed outside of a Center.

The Office designation is also located where it continues an existing office development trend and serves as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street. Arterial frontages that are predominantly developed with single-family residences should not be disrupted with office use. For example, office use is encouraged in areas designated Office along the south side of Francis Avenue between Cannon Street and Market Street to a depth of not more than approximately 140 feet from Francis Avenue.

Drive-through facilities associated with offices such as drive-through banks should be allowed only along a principal arterial street subject to size limitations and design guidelines. Ingress and egress for office use should be from the arterial street. Uses such as freestanding sit-down restaurants or retail are appropriate only in the Office designation located in higher intensity office areas around downtown Spokane.

Residential uses are permitted in the form of single-family homes on individual lots, upper-floor apartments above offices, or other higher density residential uses.

### CFU 2.1 Available Public Facilities

*Consider that the requirement for concurrent availability of public facilities and utility services is met when adequate services and facilities are in existence at the time the development is ready for occupancy and use, in the case of water, wastewater and solid waste, and at least a financial commitment is in place at the time of development approval to provide all other public services within six years.*

**Discussion:** Public facilities are those public lands, improvements, and equipment necessary to provide public services and allow for the delivery of services. They include, but are not limited to, streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, solid waste disposal and recycling, fire and police facilities, parks and recreational facilities, schools and libraries. It must be shown that adequate facilities and services are available before new development can be approved. While occupancy and use imply an immediate need for water, wastewater and solid waste services, other public services may make more sense to provide as the demand arises. For example, a certain threshold of critical mass is often needed before construction of a new fire

station, school, library, or park is justified. If these facilities and services do not currently exist, commitments for services may be made from either the public or the private sector.

## **CFU 2.2 Concurrency Management System**

*Maintain a concurrency management system for all capital facilities.*

**Discussion:** A concurrency management system is defined as an adopted procedure or method designed to ensure that adequate public facilities and services needed to support development and protect the environment are available when the service demands of development occur. The following facilities must meet adopted level of service standards and be consistent with the concurrency management system: fire protection, police protection, parks and recreation, libraries, public wastewater (sewer and stormwater), public water, solid waste, transportation, and schools.

The procedure for concurrency management includes annual evaluation of adopted service levels and land use trends in order to anticipate demand for service and determine needed improvements. Findings from this review will then be addressed in the Six-Year Capital Improvement Plans, Annual Capital Budget, and all associated capital facilities documents to ensure that financial planning remains sufficiently ahead of the present for concurrency to be evaluated.

The City of Spokane must ensure that adequate facilities are available to support development or prohibit development approval when such development would cause service levels to decline below standards currently established in the Capital Facilities Program.

In the event that reduced funding threatens to halt development, it is much more appropriate to scale back land use objectives than to merely reduce level of service standards as a way of allowing development to continue. This approach is necessary in order to perpetuate a high quality of life. All adjustments to land use objectives and service level standards will fall within the public review process for annual amendment of the Comprehensive Plan and Capital Facilities Program.



## Public Comment

June 6, 2018

16

City of Spokane  
Planning Dept.  
Attn: Teri Stripes  
808 N. Spokane Falls Blvd.  
Spokane WA 99201-3333

RECEIVED

JUN 07 2018

PLANNING & DEVELOPMENT

Dear Teri Stripes:

I am writing about the Please & Please LLC application for a zone change. I live at 6202 N. Washington St. The two house involved in the proposal are: 6216 N. Washington & 6217 N. Whitehouse.

I do object to having these two houses demolished to make room for businesses. I've been reading in the Spokesman-Review that Spokane is short of family houses. In fact, some people who want to relocate cannot find a house to move to. These two houses have had continuous occupancy by families.

Sincerely,

Merrilee Foley



Ms. Merrilee A. Foley  
6202 N Washington St  
Spokane, WA 99205

RECEIVED

JUN 07 2018

PLANNING & DEVELOPMENT

City of Spokane, Planning Dept.  
attn: Jeri Stripes  
808 W. Spokane Falls Blvd.  
Spokane WA 99201-3333

SPOKANE WA 990

06 JUN 2018 PM 1 L



99201-333333



## Agency Comment



## Spokane Tribe of Indians

April 30, 2018

Tirrell Black  
Planner

**RE: File No, Z17-630COMP**

Ms. Black:

Thank you, for allowing the Spokane Tribe of Indians the opportunity to comment on your undertaking is greatly appreciated.

We are hereby in consultation for this project.

As I understand that this is change to zoning map from RSF to O-35, it's unlikely that the project will impact any cultural resources in the proposed area.

This letter is your notification that your project has been cleared, and your project may move forward.

As always, if any artifacts or human remains are found upon inadvertent discovery, this office should be immediately notified and the work in the immediate area cease.

Should additional information become available our assessment may be revised.

Again thank you for this opportunity to comment and consider this a positive action that will assist in protecting our shared herritage.

If questions arise, please contact me at (509) 258 – 4315.

Sincerely,

Randy Abrahamson  
Tribal Historic Preservation Officer (T.H.P.O.)

## **SEPA (State Environmental Policy Act) Determination**

## NONPROJECT DETERMINATION OF NONSIGNIFICANCE

**FILE NO(S):** Z17-630COMP

**PROPONENT:** Plese & Plese LLC

**DESCRIPTION OF PROPOSAL:** The proposal is to change the land use of two properties, a total of 0.253 acres in size, from "Residential 4-10" to "Office." If the requested Comprehensive Plan amendment is approved, the zoning would be changed from "Residential Single Family" to "Office, 35 foot height limit." No specific development proposal is being approved at this time.

**LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:**

**APPLICANT REQUESTED LOCATION:**

The subject site includes a portion of one parcel located at 6216 North Washington Street, located south of Francis Avenue (a portion of parcel 36311.0517, which is currently split-zoned). The concerned portion of the property totals approximately 0.175 acres. Included is a location and notification map.

**CITY COUNCIL EXPANSION:**

A similarly situated parcel (also split-zoned) located immediately east across the alley from the applicant's proposed parcel is also being forwarded to the Plan Commission for consideration for the same changes on the land use plan map. This is parcel 36311.0503, addressed as 6217 N. Whitehouse Street. This would add 3,351 sq. ft. or 0.09 acres to the proposal.

Legal Description: Parcel Number: 36311.0517, 6216 N WASHINGTON ST, BYRNE ADD L33TO35 B5, CITY-NE 1/4 SEC 31-26-4 and Parcel Number: 36311.0503, 6217 N WHITEHOUSE ST, BYRNE ADD L4-5 B5, CITY-NE 1/4 SEC 31-26-4.

**LEAD AGENCY:** City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- [ ] There is no comment period for this DNS.
- [ ] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- [ X ] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 5 p.m. on September 11, 2018 if they are intended to alter the DNS.

\*\*\*\*\*

**Responsible Official:** Heather Trautman

**Position/Title:** Director, Planning Services **Phone:** (509) 625-6300

**Address:** 808 W. Spokane Falls Blvd., Spokane, WA 99201

**Date Issued:** August 28, 2018 **Signature:** 

\*\*\*\*\*

**APPEAL OF THIS DETERMINATION**, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on September 18, 2018 (21 days

## Environmental Checklist

File No. \_\_\_\_\_

### **Purpose of Checklist:**

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

### **Instructions for Applicants:**

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

### **Use of checklist for nonproject proposals:**

Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

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**A. BACKGROUND**

1. Name of proposed project, if applicable: Rezone a portion of 6216 N. Washington St - Plese & Plese, LLC
2. Name of applicant: Plese & Plese, LLC
3. Address and phone number of applicant or contact person: Vic Plese - Plese & Plese LLC c/o Plese Realty LLC 201 W. Francis Ave. 99205 - 509-489-2323
4. Date checklist prepared: 10/31/2017
5. Agency requesting checklist: Spokane City Planning
6. Proposed timing or schedule (including phasing, if applicable): unknown - to be determined
7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. no
- b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain. no
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to his proposal. n/a
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. n/a
10. List any government approvals or permits that will be needed for your proposal, if known. comprehensive plan change / rezone of approximately 7,040 sq ft of a 23,040 sq ft site

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11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. Zone change from RSF to O35  
for approximately 7,040 sq ft of a 23,040 sq ft site - to be used  
for parking for a bank, credit union or office building (to be  
determined)
12. Location of the proposal. Give sufficient information to a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist. 6216 N. Washington St.  
Spokane, WA 99205
13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.) \_\_\_\_\_  
City of Spokane
14. The following questions supplement Part A.
- a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)
- (1) Describe any systems, other than those designed for the disposal of sanitary waste, installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).  
n/a
- (2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?  
n/a

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- (3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

Paving & landscape/swales that will be required by City of Spokane

- (4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

no

b. Stormwater

- (1) What are the depths on the site to groundwater and to bedrock (if known)?

unknown

- (2) Will stormwater be discharged into the ground? If so, describe any potential impacts?

Building and parking lot stormwater will be routed to swales

as required but will be minimal

**TO BE COMPLETED BY APPLICANT**

**B. ENVIRONMENTAL ELEMENTS**

Evaluation for  
Agency Use  
Only

**1. Earth**

- a. General description of the site (circle one): *flat, rolling, hilly, steep slopes, mountains, other.*

Flat

- b. What is the steepest slope on the site (approximate percent slope)? None

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- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland. Sand
- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. no
- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill: none needed
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. no
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? As much as allowed by code but likely 85-90%
- h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: n/a

## 2. Air

- a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known. unknown
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. no

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- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

n/a

### 3. Water

#### a. SURFACE:

- (1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

n/a

- (2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

n/a

- (3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

n/a

- (4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

n/a

- (5) Does the proposal lie within a 100-year floodplain? no If so, note location on the site plan.

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- (6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

n/a

b. GROUND:

- (1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

no

- (2) Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve.

n/a

c. WATER RUNOFF (INCLUDING STORMWATER):

- (1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Minor runoff from building roof and parking lot-  
directed to grass swale(s)

- (2) Could waste materials enter ground or surface waters? If so, generally describe.

no

- d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water impacts, if any.

see above

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#### 4. Plants

- a. Check or circle type of vegetation found on the site:

\_\_\_\_\_ Deciduous tree: *alder, maple, aspen, other.*  
  x   Evergreen tree: *fir, cedar, pine, other.*  
 \_\_\_\_\_ Shrubs  
  x   Grass  
 \_\_\_\_\_ Pasture  
 \_\_\_\_\_ Crop or grain  
 \_\_\_\_\_ Wet soil plants, *cattail, buttercup, bullrush, skunk cabbage,*  
*other.*  
 \_\_\_\_\_ Water plants: *water lilly, eelgrass, milfoil, other.*  
 \_\_\_\_\_ Other types of vegetation.

- b. What kind and amount of vegetation will be removed or altered? mostly weeds and some grass
- c. List threatened or endangered species known to be on or near the site. n/a
- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: n/a

#### 5. Animals

- a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:
- birds: *hawk, heron, eagle, songbirds, other.* n/a
- mammals: *deer, bear, elk, beaver, other.* n/a
- fish: *bass, salmon, trout, herring, shellfish, other.* n/a
- other: n/a

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- b. List any threatened or endangered species known to be on or near the site.

n/a

- c. Is the site part of a migration route? If so, explain.

not known

- d. Proposed measures to preserve or enhance wildlife, if any:

no effect

## 6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. Electricity and natural gas through Avista for heating/cooling; office, computer use.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

none

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

LED lighting

## 7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe.

no



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Agency Use  
Only

- (1) Describe special emergency services that might be required.

Property already served by city

- (2) Proposed measures to reduce or control environmental health hazards, if any:

n/a

b. NOISE:

- (1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

n/a

- (2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Construction at beginning only

- (3) Proposed measure to reduce or control noise impacts, if any:

n/a

**8. Land and shoreline use**

- a. What is the current use of the site and adjacent properties?

Rental home

- b. Has the site been used for agriculture? If so, describe.

no

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- c. Describe any structures on the site. 836 Square foot rental home  
with basement and single carport
- d. Will any structures be demolished? If so, which? Said rental house
- e. What is the current zoning classification of the site? Portion of site is O35 (Office) and approx 55 feet at  
the south end is RSF (residential single family)
- f. What is the current comprehensive plan designation of the  
site? see above
- g. If applicable, what is the current shoreline master program  
designation of the site?  
n/a
- h. Has any part of the site been classified as a critical area? If  
so, specify. no
- i. Approximately how many people would reside or work in  
the completed project?  
Unknown at this time but estimated at 10-15
- j. Approximately how many people would the completed  
project displace? 2 Households
- k. Proposed measures to avoid or reduce displacement  
impacts, if any: My real estate company who currently  
manages the rentals will aid the occupants in finding new  
rentals. Neither have lived there for more than one year
- l. Proposed measures to ensure the proposal is compatible  
with existing and projected land uses and plans, if any: All three  
other corners of this intersection are commercially  
zoned - the project would fit nicely with existing uses

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**9. Housing**

- a. Approximately how many units would be provided, if any?  
Indicate whether high, middle or low-income housing. n/a
- b. Approximately how many units, if any, would be eliminated?  
Indicate whether high-, middle- or low-income housing. 2 middle-class rental units (\$700 per month and \$1,000 per month)
- c. Proposed measures to reduce or control housing impacts, if any: see 8k

**10. Aesthetics**

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? 35 feet
- b. What views in the immediate vicinity would be altered or obstructed? none
- c. Proposed measures to reduce or control aesthetic impacts, if any: Landscaping and screening as would be required

**11. Light and Glare**

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? Downward-facing building and parking lot lighting only.

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- b. Could light or glare from the finished project be a safety hazard or interfere with views? no
- c. What existing off-site sources of light or glare may affect your proposal? none
- d. Proposed measures to reduce or control light and glare impacts, if any: parking lot lighting would be downward facing to reduce light pollution

## 12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? Ruth Park 2 blocks
- b. Would the proposed project displace any existing recreational uses? If so, describe. no
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: none

## 13. Historic and cultural preservation

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe. no
- b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site. none

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- c. Proposed measures to reduce or control impacts, if any: n/a  
\_\_\_\_\_  
\_\_\_\_\_

#### 14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any. Washington, 125 feet away from intersection Francis if allowed  
\_\_\_\_\_
- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop? one block
- c. How many parking spaces would the completed project have? How many would the project eliminate? Unknown as we don't know the eventual size of the bank or office building, but approximately 15-25. Displacing none
- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including driveways? If so, generally describe (indicate whether public or private). no  
\_\_\_\_\_  
\_\_\_\_\_
- e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. no  
\_\_\_\_\_  
\_\_\_\_\_
- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur. unknown  
\_\_\_\_\_  
\_\_\_\_\_

*(Note: to assist in review and if known indicate vehicle trips during PM peak, AM Peak and Weekday (24 hours).)*

- g. Proposed measures to reduce or control transportation impacts, if any: n/a  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Agency Use  
Only

### 15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe. no
- b. Proposed measures to reduce or control direct impacts on public services, if any: n/a

### 16. Utilities

- a. Circle utilities currently available at the site: *electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:* \_\_\_\_\_
- b. Describe the utilities that are proposed for the project, the utility providing the service and the general construction activities on the site or in the immediate vicinity which might be needed. City of Spokane for water & sewer  
Avista Utilities for natural gas & electricity

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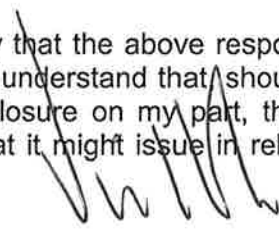
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**C. SIGNATURE**

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 10/31/2017

Signature: 

**Please Print or Type:**

Proponent: Vic S. Plese  
Plese & Plese LLC

Address: 201 W. Francis Ave.  
Spokane, WA 99205

Phone: 509-489-2323

Person completing  
 form (if different  
 from proponent): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**FOR STAFF USE ONLY**

Staff member(s) reviewing checklist: \_\_\_\_\_

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☐ A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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**D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS**  
**(Do not use this sheet for project actions)**

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage or release of toxic or hazardous substances; or production of noise?

No

Proposed measures to avoid or reduce such increases are:

unknown

2. How would the proposal be likely to affect plants, animals, fish or marine life?

N/A

Proposed measures to protect or conserve plants, animals, fish or marine life are:

N/A

3. How would the proposal be likely to deplete energy or natural resources?

N/A

Proposed measures to protect or conserve energy and natural resources are:

N/A

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4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?

*n/a*

Proposed measures to protect such resources or to avoid or reduce impacts are:

*n/a*

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

*n/a*

Proposed measures to avoid or reduce shoreline and land use impacts are:

*n/a*

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

*minor increase*

Proposed measures to reduce or respond to such demand(s) are:

*TBD*

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

*n/a*

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## C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency may withdraw any Determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 10/31/17Signature: **Please Print or Type:**Proponent: Pleco Pies LLCAddress: 201 W. Francis AvePhone: Vic PlecoSpokane WA 99205

509 489 2323

Person completing form (if different from proponent): \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**FOR STAFF USE ONLY**

Staff member(s) reviewing checklist: \_\_\_\_\_

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- A. ☐ there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- B. ☐ probable significant adverse impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- C. ☐ there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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## **Application Materials**

City of  
Spokane  
Planning Services  
Department



# General Application

**DESCRIPTION OF PROPOSAL:**

Rezone from RSF to O-35 (Southern 55ft)

**ADDRESS OF SITE OF PROPOSAL:** (if not assigned yet, obtain address from Public Works before submitting application)

6216 N. Washington St. 99205

**APPLICANT:**

Name: Plese & Plese, LLC

Address: 201 W. Francis Ave

Phone (home): 509 466 4677

Phone (work): 509 489 2323

Email address: vic@plese.com

**PROPERTY OWNER:**

Name: Same

Address:

Phone (home):

Phone (work):

Email address:

Cell 509 217 7889

**AGENT:**

Name: Stacy A. Bjordahl, Parsons/Burnett/Bjordahl/Hume LLP

Address: 505 W. Riverside Ave

Phone (home):

Phone (work): 509 252 5066

Email address: sbjordahl@pbllaw.biz

**ASSESSOR'S PARCEL NUMBERS:**

36311.0517

**LEGAL DESCRIPTION OF SITE:**

L33-35, B5, Byrne Add

**SIZE OF PROPERTY:**

11,520 SF ; Approx 7,040 Affected

**LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:**

Threshold Review Application  
for Camp Plan Amendment

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**SUBMITTED BY:**

☐ Applicant    ☒ Property Owner    ☐ Property Purchaser    ☐ Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

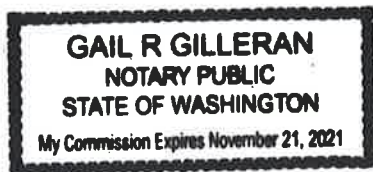
I, Vic S. Piese, owner of the above-described property do hereby authorize Stacy Bjordahl to represent me and my interests in all matters regarding this application.

*Vic S. Piese*

STATE OF WA }  
COUNTY OF Spokane } SS

On this 31 day of Oct, 2017, before me a Notary Public in and for the above named County and State, personally appeared before me, Vic S. Piese, who is the member of Piese & Piese LLC, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he signed the same as his voluntary act and deed for the purposes and uses therein mentioned.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and year first written above.



*Gail R. Gilleran*  
Notary Public in and for the  
State of WA  
residing at Spokane

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**SUBMITTED BY:**

☐ Applicant    ☒ Property Owner    ☐ Property Purchaser    ☐ Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

I, Vic S. Plesch, owner of the above-described property do hereby authorize Stacy Bjordahl to represent me and my interests in all matters regarding this application.

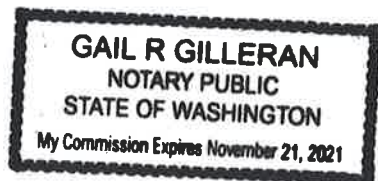
### ACKNOWLEDGMENT:

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

On this 31 day of Oct, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Vic S. Alsea, to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

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



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## PLANNING & DEVELOPMENT

**Supplemental**  
**Attachment to Comprehensive Plan Amendment Application-Early Threshold Review**  
**Plese & Plese LLC**

**Description of Proposed Amendment:**

Comprehensive Plan amendment to redesignate approximately 7,680 +/- square feet from Residential 4-10 (R 4-10) to Office (O), with a corresponding rezone from RSF to O-35. The subject property is identified as Spokane County Assessor Tax Parcel #36311.0517, which is comprised of Lots 33, 34 and 35, Block 5 of Byrne Addition. Lot 35 is currently zoned O-35 and the property owner seeks to rezone the remainder of the parcel, Lots 33 and 34, from R 4-10 to O-35.

The subject parcel is approximately 11,325 +/- square feet in size, but only 7,680 +/- square feet of the site is part of the Comprehensive Plan and rezone request, as the remainder already has the Comprehensive Plan designation and zoning requested in this application.

**Questions:**

**1) Describe how the proposed amendment is appropriately addressed as a Comprehensive Plan Amendment.**

The property owner seeks to develop the three parcels it owns as a single site for a bank or office use, as permitted in the underlying Office zone. A land use map change to Office-35 is required for a portion of one of the parcels under ownership, in order for the entire ownership and proposed site to have a single zone.

The Spokane Municipal Code does not permit a rezone without a Comprehensive Plan amendment first or simultaneous; therefore the proposal is appropriately presented as a Comprehensive Plan amendment.

The property owner anticipates utilizing the area under consideration for future parking only, to support an O-35 allowed use on the northern portion of the property; therefore, the property owner would consider a Development Agreement to limit allowable uses if the application is approved by City Council.

**5) Describe how the proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must be consistent with policy implementation in the Countywide Planning policies, the GAM [sic], or other state or federal law, and the WAC.**

The subject parcel #36311.0517 includes 3 underlying lots (Lots 33-35, Block 5, Byrne Addition), with Lot 35 and a portion of Lot 34 already zoned O-35. The purpose of the application is to obtain one zone for the entire parcel: O-35. The applicant owns the two parcels to the north and intends to develop the three parcels as a single site. A Comprehensive Plan Amendment and rezone are necessary in order to do so.

Land Use Policy 1.5 states in part:

The Office designation is also located where it continues an existing office development trend and serves as a transitional land use between

higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street. Arterial frontages that are predominantly developed with single-family residences should not be disrupted with office use. For example, office use is encouraged in areas designated Office along the south side of Francis Avenue between Cannon Street and Market Street to a depth of not more than *approximately* 140 feet from Francis Avenue.

(Emphasis added).

Land Use Policy 1.5 suggests the zoning designation extend only 140 feet southerly of Francis Avenue; however, that is not a specific rule and there is no corresponding requirement in the Spokane Municipal Code. In other words, it is a guideline. Furthermore, based upon the platted lot configurations in Byrne Addition of 30 or 40 feet in width and any subsequent boundary line adjustments, it is nearly impossible to obtain a “perfect” 140 foot depth without creating either parcels or lots with multiple zones, which good planning practice discourages.

Furthermore, there are other areas within the vicinity where the O-35 zone extends southerly approximately 180 feet in depth from Francis Avenue. These include property on Howard Street and Normandie Street. See aerial image identified as “Re: #5” previously submitted. Therefore, these other properties support the premise that 140 feet is simply a guideline.

Finally, it is important to emphasize that the property owner is seeking the amendment in order for the existing Office zoned parcels to meet code requirements for setbacks, parking, landscaping, stormwater control and ingress/egress separation from Francis Avenue and overall site design and circulation. Simply stated, code requirements and user needs often drive the width and depth of a site, such that the “guideline” must yield to specific code requirements and site layout.

The application is consistent with the other following policies of the Comprehensive Plan:

**Land Use 1.12**

The proposed map change is consistent with Land Use Goal 1.12. Existing public facilities and services are available to serve this site.

**Land Use 3.1**

The proposed map change is consistent with Policy LU 3.1, which encourages the efficient use of land. Under Policy LU 3.1, future growth should be directed to locations where adequate services and facilities are available. There already adequate public services and facilities in the area and serving the subject property.

**Economic Development Goal 6**

The proposed map change is consistent with Goal ED 6, which recommends that development be located where infrastructure capacity already exists before extending infrastructure into new areas. Policy ED 6.1. In this case, public services such as water, sewer, roadways, gas, and electricity, are available to serve the site.



Consistency with County Wide Planning Policies:

The request is consistent with the CWPP. The CWPP encourage growth in urban areas where services and utilities already exist. When the site is redeveloped for office use, the property owner will be required to demonstrate that levels of service are maintained, as required by the CWPP. The CWPP also encourage the use of public transit and development in areas where public transit service is available. This area is served by public transit. It is important to note that the City has adopted development regulations and policies to implement the CWPP at the City level. Development of this site will be required to comply with the City's policies and development regulations; thus consistency with the CWPP is achieved.

-- End of Form --



Tax Parcels

Districts

Permits

Zoning



Re: #5

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PLANNING & DEVELOPMENT

# Comprehensive Plan Amendment



**Planning Services** 46  
**Department**  
808 W Spokane Falls Blvd  
Spokane, WA 99201  
Phone: (509) 625-6060  
www.spokaneplanning.org

**Record/Permit Number: Z17-630COMP**

**Job Title: Rezone from RSF to O-35 (Southern 55ft)**

**Expires:**

**Site Information:**

**Address:** 6216 N WASHINGTON ST

**Parcel #:** 36311.0517

**Applicant**

**PLESE & PLESE LLC  
201 W FRANCIS AVE  
SPOKANE WA 99205-6361**

**Permit Status** Pending  
**Status Date:** 10/31/2017  
**Parent Permit:**

**Owner**

**PLESE & PLESE LLC  
201 W FRANCIS AVE  
SPOKANE WA 99205-6361**

**509-489-2323**

**Description of Work:** Rezone from RSF to O-35 (Southern 55ft)

**Contractor(s)**

<b>Fees:</b>	<b>Qty:</b>	<b>Amount:</b>	<b>Payments:</b>	<b>Ref#</b>	<b>Amount:</b>
Pre-application Fee	1	\$500.00	10/31/2017 Check	3951	\$500.00
		<u>\$500.00</u>			<u>\$500.00</u>
<b>Estimated Balance Due :</b>					<b>Amount:</b>
					\$0.00

---

**CONDITIONS OF APPROVAL**



# Comprehensive Plan or Development Standard Amendment Threshold Review - Counter Complete Checklist

47

This checklist includes all of the required information for submitting a **Early Threshold Review Application** for an item that has been docketed for full review as a COMPREHENSIVE PLAN OR DEVELOPMENT STANDARD AMENDMENT. It includes required information of the State Environmental Policy Act. Applications will not be processed until all of the following information is submitted and determined "Counter Complete."

- ☒ Predevelopment meeting summary (if applicable)
- ☒ Pre-application meeting or correspondence with neighborhood council (for map amendments)
- ☒ General Application, completed and signed
- ☒ Threshold Review Application for Comprehensive Plan Amendments
- ☐ Environmental checklist, if required under SMC Chapter 17E.050.
- ☐ Additional materials such as photographs illustrating the site or visioning documents appropriate to a non-project action may be included.
- ☒ For a map amendment, (2) paper copies and one PDF (formatted for posting and emailing) of the site plan, drawn to a minimum scale of 1"=100', on a sheet no larger than 24"x36", which will include all of the following:

- ☐ Applicant's name, mailing address and phone number
- ☐ Section, township and range
- ☐ North arrow and scale
- ☐ Legal description
- ☐ Dimensions of property and property lines
- ☐ City limits and section lines
- ☐ Existing utilities in adjoining right-of-way
- ☐ Existing streets, alleys, major easements or public areas
- ☐ Location of existing buildings
- ☐ Unstable slopes (if applicable)
- ☐ Wetlands (if applicable)
- ☐ Water courses such as streams, rivers, etc. (if applicable)
- ☐ Flood plains, flood fringe or flood way (if applicable)
- ☐ Significant habitat or vegetation (if applicable)

~~3/31~~ 10/31/2017  
Vic Please  
application to  
change land use  
on 36311.0517.

- N/A ☐ For a text amendment, instead of the site plan, please include the proposed amendment with the text to be added underlined and the text to be deleted with ~~strikeouts~~.
- ☐ Additional application information may be requested later if item is put on the Annual Comprehensive Plan Amendment Work Program and may include, but is not limited to, the following: critical area studies, noise studies, air quality studies, visual analysis, transportation impact studies, geotechnical and wetland studies *None at this time.*
- ☐ Planning & Development Department filing fees, as required under SMC Chapter 8.02

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Planning Services  
3<sup>rd</sup> Floor, City Hall  
808 W. Spokane Falls Blvd  
Spokane, Washington 99201  
509.625.6300 (rev. 201709)

## Washington St & Francis Ave

Vic Plese

**Sent:** Tuesday, October 31, 2017 10:10 AM  
**To:** jeff.zabinski@premera.com  
**Cc:** gillflah@comcast.net  
**Attachments:** washington.pdf (390 KB)

Jeff,

I understand you are the chair of the North Hill Neighborhood Council and I was instructed to reach out to you to let you know about a comprehensive plan amendment we are applying for. The property is at the very north end of your council area on the SE corner of Francis & Washington. I was told last year that the city wasn't accepting comp plan amendments until 10/31/17, to be reviewed in 2018 - when applications needed to be submitted by 10/31/17 - so I apologize for the last minute email.

The attached PDF shows an aerial with some of our notes. I am submitting an application for a comp plan amendment/zone change for the southerly 55 feet of 6216 N. Washington St, which is currently a rental home. We purchased both 6216 & 6222 N. Washington last year after being approached by a credit union who wants to move onto the Francis corridor. The first 125 feet from Francis, going south, is zoned O-35 (office no more than 35 feet in height) and the balance is RSF (residential single family). Although the RSF zone will allow paving, waste collection & landscaping, it will not allow parking, which is very important for a bank, credit union or office building. The zoning line runs right through the middle of the home at 6216 N. Washington.

Our plan is to eventually build abutting Francis Avenue and have parking to the south of the building, to provide a buffer to the homes on the southerly edge. This plan would be a marked improvement from the two rental homes that are currently on site and I'm confident the neighbors will agree. The zoning does not allow for retail, and anything we build there would be a low impact and not typically open "after hours". The other three corners of Francis & Washington are all commercial (Fireplace Center on the SE corner, Spokane Quick Lube on the NW and Inside 'n Out Hand Wash on the NE).

This will be a long process, but I understand that I needed to reach out to the Neighborhood Council as one of the first steps. I look forward to discussing with you. Please feel free to call me anytime if you have questions.

Sincerely,

Vic Plese

Plese Realty, LLC (my business)

Plese & Plese, LLC (the partnership that owns the property in question)

201 W. Francis Ave.

Spokane, WA 99205

509-489-2323 office

509-217-7889 cell

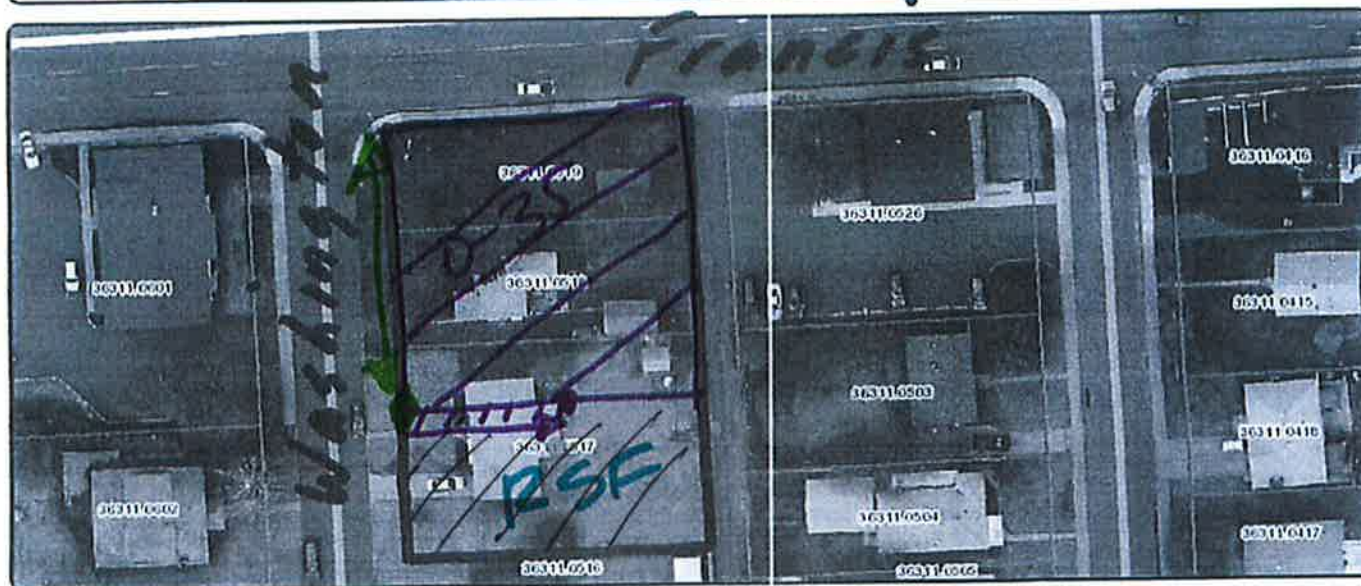
509-489-3333 fax

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Parcel

36311.0519	5552 SF
3611.0518	6400 SF
3611.0517	11520 SF
	<hr/>
	23,472 SF

180 feet on Washington  
128 feet on Farnis

• 125' MOL

• 80' MOL

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## PLANNING & DEVELOPMENT

## Environmental Checklist

File No. \_\_\_\_\_

### **Purpose of Checklist:**

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

### **Instructions for Applicants:**

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

### **Use of checklist for nonproject proposals:**

Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

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**A. BACKGROUND**

1. Name of proposed project, if applicable: Rezone a portion of 6216 N. Washington St - Plese & Plese, LLC
2. Name of applicant: Plese & Plese, LLC
3. Address and phone number of applicant or contact person: Vic Plese - Plese & Plese LLC c/o Plese Realty LLC 201 W. Francis Ave. 99205 - 509-489-2323
4. Date checklist prepared: 10/31/2017
5. Agency requesting checklist: Spokane City Planning
6. Proposed timing or schedule (including phasing, if applicable): unknown - to be determined
7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. no
- b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain. no
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to his proposal. n/a
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. n/a
10. List any government approvals or permits that will be needed for your proposal, if known. comprehensive plan change / rezone of approximately 7,040 sq ft of a 23,040 sq ft site

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11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. Zone change from RSF to O35  
for approximately 7,040 sq ft of a 23,040 sq ft site - to be used  
for parking for a bank, credit union or office building (to be  
determined)
12. Location of the proposal. Give sufficient information to a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist. 6216 N. Washington St.  
Spokane, WA 99205
13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.) City of Spokane
14. The following questions supplement Part A.
- a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)
- (1) Describe any systems, other than those designed for the disposal of sanitary waste, installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).  
n/a
- (2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?  
n/a

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- (3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

Paving & landscape/swales that will be required by City of Spokane

- (4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

no

b. Stormwater

- (1) What are the depths on the site to groundwater and to bedrock (if known)?

unknown

- (2) Will stormwater be discharged into the ground? If so, describe any potential impacts?

Building and parking lot stormwater will be routed to swales

as required but will be minimal

**TO BE COMPLETED BY APPLICANT**

**B. ENVIRONMENTAL ELEMENTS**

Evaluation for  
Agency Use  
Only

**1. Earth**

- a. General description of the site (circle one): *flat, rolling, hilly, steep slopes, mountains, other.*

Flat

- b. What is the steepest slope on the site (approximate percent slope)? None

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- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland. Sand
- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. no
- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill: none needed
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. no
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? As much as allowed by code but likely 85-90%
- h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: n/a

## 2. Air

- a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known. unknown
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. no

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- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

n/a

### 3. Water

#### a. SURFACE:

- (1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

n/a

- (2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

n/a

- (3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

n/a

- (4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

n/a

- (5) Does the proposal lie within a 100-year floodplain? no If so, note location on the site plan.

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- (6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

n/a

b. GROUND:

- (1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

no

- (2) Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve.

n/a

c. WATER RUNOFF (INCLUDING STORMWATER):

- (1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Minor runoff from building roof and parking lot directed to grass swale(s)

- (2) Could waste materials enter ground or surface waters? If so, generally describe.

no

- d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water impacts, if any.

see above

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#### 4. Plants

- a. Check or circle type of vegetation found on the site:

\_\_\_\_\_ Deciduous tree: *alder, maple, aspen, other.*  
  x   Evergreen tree: *fir, cedar, pine, other.*  
 \_\_\_\_\_ Shrubs  
  x   Grass  
 \_\_\_\_\_ Pasture  
 \_\_\_\_\_ Crop or grain  
 \_\_\_\_\_ Wet soil plants, *cattail, buttercup, bullrush, skunk cabbage,*  
*other.*  
 \_\_\_\_\_ Water plants: *water lilly, eelgrass, milfoil, other.*  
 \_\_\_\_\_ Other types of vegetation.

- b. What kind and amount of vegetation will be removed or altered? mostly weeds and some grass
- c. List threatened or endangered species known to be on or near the site. n/a
- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: n/a

#### 5. Animals

- a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:  
 birds: *hawk, heron, eagle, songbirds, other.* n/a  
 mammals: *deer, bear, elk, beaver, other.* n/a  
 fish: *bass, salmon, trout, herring, shellfish, other.* n/a  
 other: n/a

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- b. List any threatened or endangered species known to be on or near the site.

n/a

- c. Is the site part of a migration route? If so, explain.

not known

- d. Proposed measures to preserve or enhance wildlife, if any:

no effect

## 6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. Electricity and natural gas through Avista for heating/cooling; office, computer use.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

none

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

LED lighting

## 7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. no

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Agency Use  
Only

- (1) Describe special emergency services that might be required.

Property already served by city

- (2) Proposed measures to reduce or control environmental health hazards, if any:

n/a

b. NOISE:

- (1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

n/a

- (2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Construction at beginning only

- (3) Proposed measure to reduce or control noise impacts, if any:

n/a

**8. Land and shoreline use**

- a. What is the current use of the site and adjacent properties?

Rental home

- b. Has the site been used for agriculture? If so, describe.

no

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- c. Describe any structures on the site. 836 Square foot rental home  
with basement and single carport
- d. Will any structures be demolished? If so, which? Said rental house
- e. What is the current zoning classification of the site? Portion of site is O35 (Office) and approx 55 feet at  
the south end is RSF (residential single family)
- f. What is the current comprehensive plan designation of the  
site? see above
- g. If applicable, what is the current shoreline master program  
designation of the site?  
n/a
- h. Has any part of the site been classified as a critical area? If  
so, specify. no
- i. Approximately how many people would reside or work in  
the completed project?  
Unknown at this time but estimated at 10-15
- j. Approximately how many people would the completed  
project displace? 2 Households
- k. Proposed measures to avoid or reduce displacement  
impacts, if any: My real estate company who currently  
manages the rentals will aid the occupants in finding new  
rentals. Neither have lived there for more than one year
- l. Proposed measures to ensure the proposal is compatible  
with existing and projected land uses and plans, if any: All three  
other corners of this intersection are commercially  
zoned - the project would fit nicely with existing uses

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**9. Housing**

- a. Approximately how many units would be provided, if any?  
Indicate whether high, middle or low-income housing. n/a
- b. Approximately how many units, if any, would be eliminated?  
Indicate whether high-, middle- or low-income housing. 2 middle-class rental units (\$700 per month and \$1,000 per month)
- c. Proposed measures to reduce or control housing impacts, if any: see 8k

**10. Aesthetics**

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? 35 feet
- b. What views in the immediate vicinity would be altered or obstructed? none
- c. Proposed measures to reduce or control aesthetic impacts, if any: Landscaping and screening as would be required

**11. Light and Glare**

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? Downward-facing building and parking lot lighting only.

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- b. Could light or glare from the finished project be a safety hazard or interfere with views? no
- c. What existing off-site sources of light or glare may affect your proposal? none
- d. Proposed measures to reduce or control light and glare impacts, if any: parking lot lighting would be downward facing to reduce light pollution

## 12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? Ruth Park 2 blocks
- b. Would the proposed project displace any existing recreational uses? If so, describe. no
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: none

## 13. Historic and cultural preservation

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe. no
- b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site. none

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Only

- c. Proposed measures to reduce or control impacts, if any: n/a  
\_\_\_\_\_  
\_\_\_\_\_

#### 14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any. Washington, 125 feet away from intersection Francis if allowed  
\_\_\_\_\_
- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop? one block
- c. How many parking spaces would the completed project have? How many would the project eliminate? Unknown as we don't know the eventual size of the bank or office building, but approximately 15-25. Displacing none
- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including driveways? If so, generally describe (indicate whether public or private). no  
\_\_\_\_\_  
\_\_\_\_\_
- e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. no  
\_\_\_\_\_  
\_\_\_\_\_
- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur. unknown  
\_\_\_\_\_  
\_\_\_\_\_

*(Note: to assist in review and if known indicate vehicle trips during PM peak, AM Peak and Weekday (24 hours).)*

- g. Proposed measures to reduce or control transportation impacts, if any: n/a  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Agency Use  
Only

### 15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe. no
- b. Proposed measures to reduce or control direct impacts on public services, if any: n/a

### 16. Utilities

- a. Circle utilities currently available at the site: *electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:* \_\_\_\_\_
- b. Describe the utilities that are proposed for the project, the utility providing the service and the general construction activities on the site or in the immediate vicinity which might be needed. City of Spokane for water & sewer  
Avista Utilities for natural gas & electricity

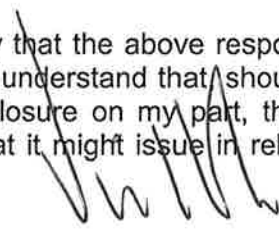
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**C. SIGNATURE**

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 10/31/2017Signature: **Please Print or Type:**Proponent: Vic S. Plese  
Plese & Plese LLCAddress: 201 W. Francis Ave.  
Spokane, WA 99205Phone: 509-489-2323

Person completing  
form (if different  
from proponent):

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**FOR STAFF USE ONLY**

Staff member(s) reviewing checklist: \_\_\_\_\_

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☐ A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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**D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS**  
**(Do not use this sheet for project actions)**

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage or release of toxic or hazardous substances; or production of noise?

*No*

Proposed measures to avoid or reduce such increases are:

*unknown*

2. How would the proposal be likely to affect plants, animals, fish or marine life?

*N/A*

Proposed measures to protect or conserve plants, animals, fish or marine life are:

*N/A*

3. How would the proposal be likely to deplete energy or natural resources?

*N/A*

Proposed measures to protect or conserve energy and natural resources are:

*N/A*

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PLANNING & DEVELOPMENT

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?

*n/a*

Proposed measures to protect such resources or to avoid or reduce impacts are:

*n/a*

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

*n/a*

Proposed measures to avoid or reduce shoreline and land use impacts are:

*n/a*

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

*minor increase*

Proposed measures to reduce or respond to such demand(s) are:

*TBD*

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

*n/a*

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## C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency may withdraw any Determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 10/31/17Signature: **Please Print or Type:**Proponent: Pleco\*Pleco LLCAddress: 201 W. Francis AvePhone: Vic PlecoSpokane WA 99205509 489 2323

Person completing form (if different from proponent): \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**FOR STAFF USE ONLY**

Staff member(s) reviewing checklist: \_\_\_\_\_

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- A. ☐ there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- B. ☐ probable significant adverse impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- C. ☐ there are probable significant adverse environmental impacts and recommends a Determination of Significance.

**RECEIVED**

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**Agenda Sheet for City Council Meeting of:**  
10/29/2018

<b>Date Rec'd</b>	10/15/2018
<b>Clerk's File #</b>	ORD C35688
<b>Renews #</b>	

<b>Submitting Dept</b>	PLANNING	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	TIRRELL BLACK 625-6185	<b>Project #</b>	
<b>Contact E-Mail</b>	TBLACK@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0650 - KAIN INVESTMENTS, LLC LAND USE PLAN MAP AMENDMENT		

**Agenda Wording**

Kain Investments, LLC is to amend the land use plan map on a split zoned parcel from "Residential 15-30" to "Neighborhood Retail" in the vicinity of South 9th Avenue & Madison Street; the area is approximately 0.11 acres. Parcel 35193.9017.

**Summary (Background)**

AN ORDINANCE RELATING TO APPLICATION MADE BY KAIN INVESTMENTS LLC, PLANNING FILE #Z17-623COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 15-30" TO "NEIGHBORHOOD RETAIL" FOR APPROXIMATELY 4873 SQUARE FEET DESCRIBED AS: LOTS 6-8 BLOCK 1, MCINTOSH ADDITION EXCEPT THE NORTH 118.00 FT. OF THE WEST 136.00 FT. THEREOF;

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

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

<b><u>Approvals</u></b>	<b><u>Council Notifications</u></b>
-------------------------	-------------------------------------

<b><u>Dept Head</u></b>	TRAUTMAN, HEATHER	<b><u>Study Session</u></b>	
-------------------------	-------------------	-----------------------------	--

<b><u>Division Director</u></b>	TRAUTMAN, HEATHER	<b><u>Other</u></b>	Plan Commission Mtg
---------------------------------	-------------------	---------------------	---------------------

<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>
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<b><u>Legal</u></b>	RICHMAN, JAMES	tblack@spokanecity.org
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<b><u>For the Mayor</u></b>	SANDERS, THERESA	htrautman@spokanecity.org
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<b><u>Additional Approvals</u></b>	dkinder@spokanecity.org
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<b><u>Purchasing</u></b>	sbishop@spokanecity.org
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**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

AND AMENDING THE ZONING MAP FROM "RESIDENTIAL MULTIFAMILY (RMF)" TO "NEIGHBORHOOD RETAIL (NR-35)."

**Fiscal Impact**

Select \$

Select \$

**Budget Account**

#

#

**Distribution List**


## ORDINANCE C35688

AN ORDINANCE RELATING TO APPLICATION MADE BY KAIN INVESTMENTS LLC, PLANNING FILE #Z17-623COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 15-30" TO "NEIGHBORHOOD RETAIL" FOR APPROXIMATELY 4873 SQUARE FEET DESCRIBED AS: LOTS 6-8 BLOCK 1, MCINTOSH ADDITION EXCEPT THE NORTH 118.00 FT. OF THE WEST 136.00 FT. THEREOF; AND TOGETHER WITH THE NORTH HALF OF VACATED ALLEY ADJACENT TO SAID LOTS 6, 7, AND 9. CONTAINING APPROXIMATELY 4873 SQUARE FEET; AND AMENDING THE ZONING MAP FROM "RESIDENTIAL MULTIFAMILY (RMF)" TO "NEIGHBORHOOD RETAIL (NR-35)."

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z17-623COMP was timely submitted to the City for consideration during the City's 2017/2018 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z17-623COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" to "Neighborhood Retail" for 4873 square feet of the subject properties. If approved, the implementing zoning designation requested is "Neighborhood Retail (NR-35)"; and

WHEREAS, staff requested comments from agencies and departments on April 20, 2018, and a public comment period ran from May 29, 2018 to July 27, 2018; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on September 19, 2018; and

WHEREAS, the Spokane City Plan Commission held a substantive workshop regarding the proposed Comprehensive Plan amendment on July 11, 2018; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 28, 2018 for the Comprehensive Land Use Plan Map

and Zoning Map changes (“DNS”). The public comment period for the SEPA determination ended on September 11, 2018; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the September 12, 2018 Plan Commission Public Hearing was published on August 29, 2018 and September 5, 2018; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor’s record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on August 29, 2018; and

WHEREAS, the staff report for Application Z17-623COMP reviewed all the criteria relevant to consideration of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on September 12, 2018 for the Application Z17-623COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z17-623COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 10 to 0 to recommend approval of Application Z17-623COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z17-623COMP is approved.
2. Amendment of Land Use Map. The Spokane Comprehensive Plan Land Use Plan Map is amended from “Residential 15-30” to “Neighborhood Retail” for 4873 square feet, as shown in Exhibit A.
3. Amendment of Zoning Map. The City of Spokane Zoning Map is amended from “Residential Multifamily (RMF)” to “Neighborhood Retail (NR-35)” for this same area, as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2018.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

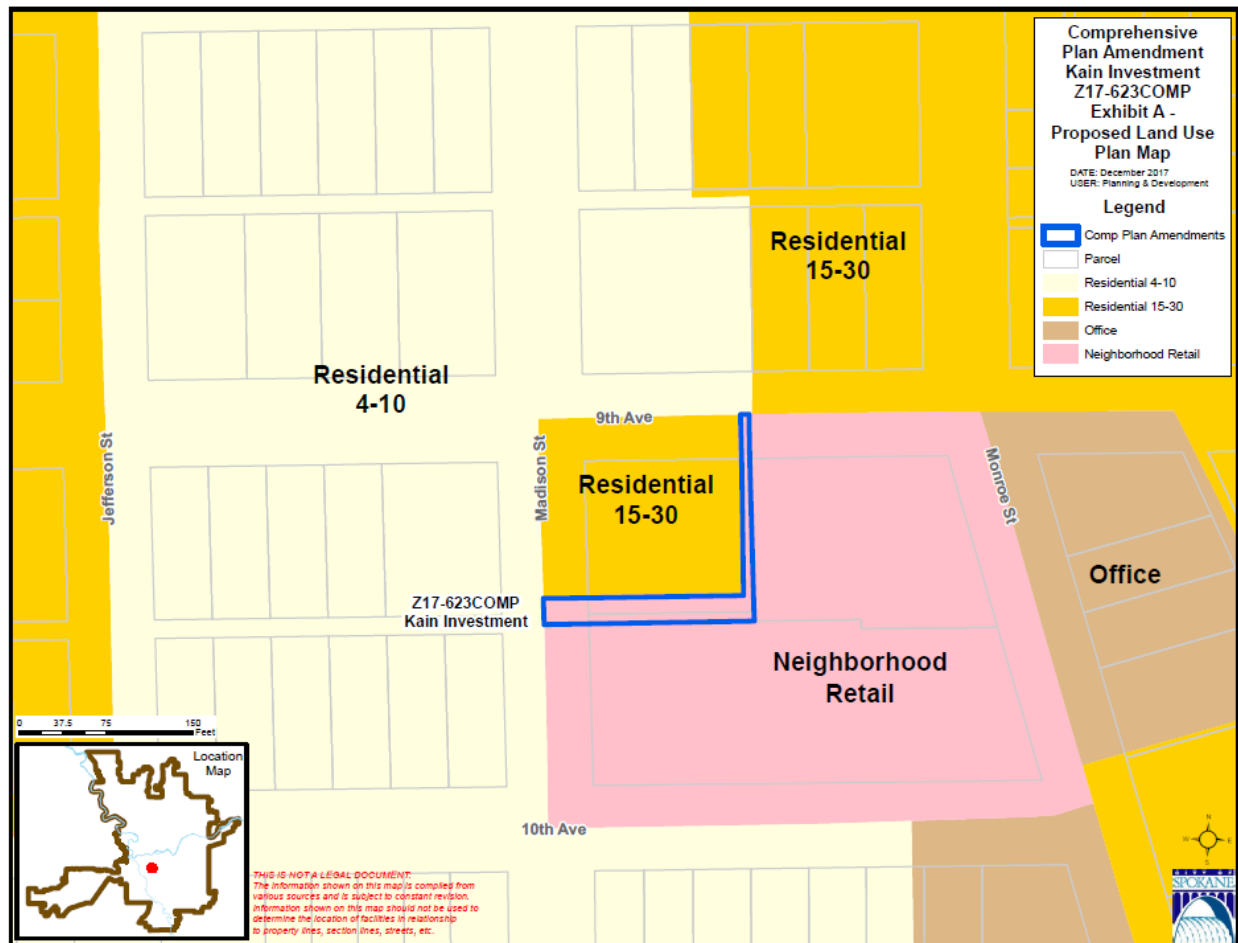
\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

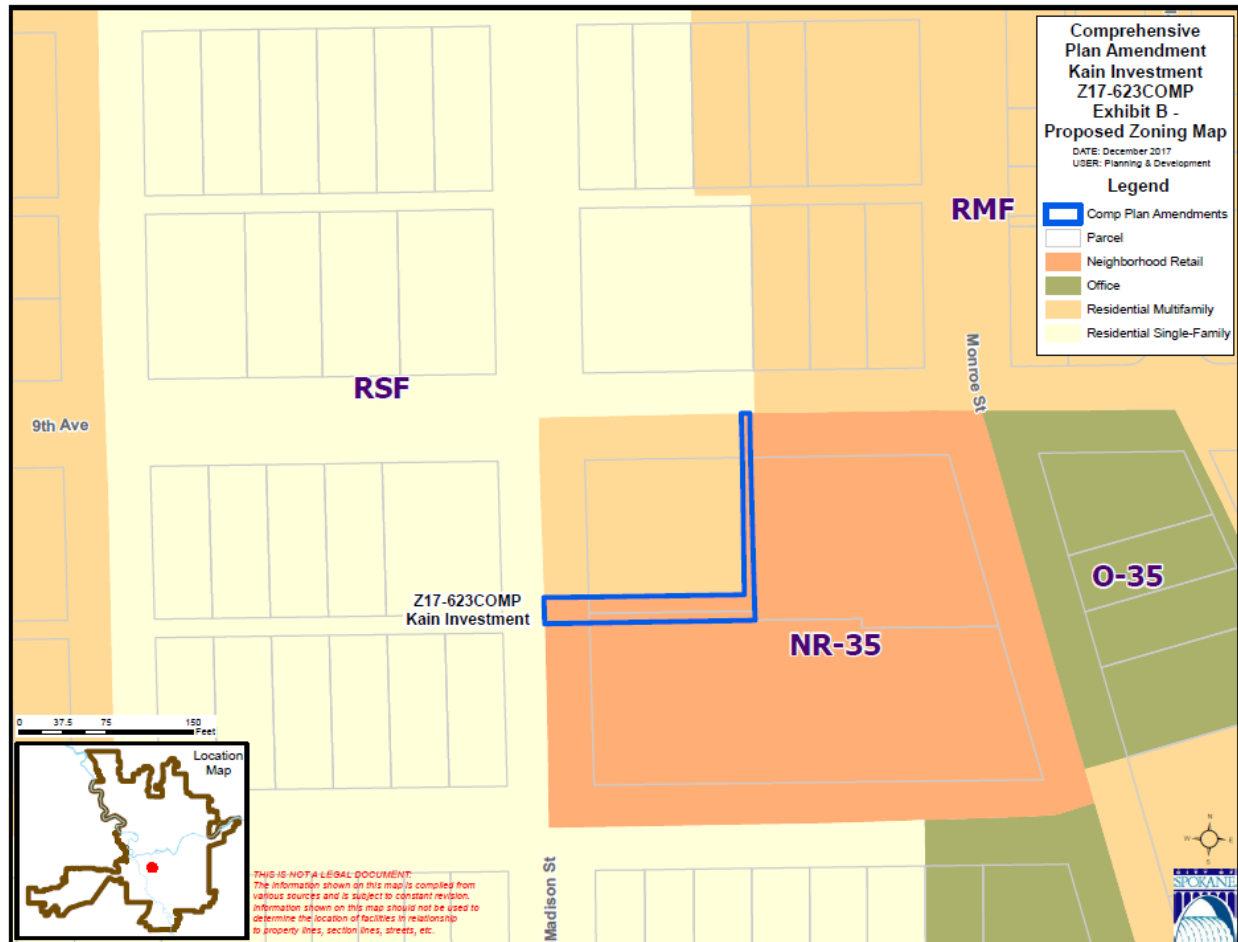
\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Exhibit A



## Exhibit B





**Spokane Plan Commission Findings of Fact, Conclusions,  
and Recommendations on the Comprehensive Plan Land Use  
Plan Map Amendment File No. Z2017-623COMP  
(KAIN INVESTMENTS LLC)**

**A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the Comprehensive Plan Amendment application seeking to amend the land use plan map designation from “Residential 15-30” to “Neighborhood Retail” for a .11 acre area located at the general vicinity of 9<sup>th</sup> Avenue and South Madison Street; a portion of parcel 35193.9017. The implementing zoning designation requested is to change to the Neighborhood Retail (NR) zone.**

**FINDINGS OF FACT:**

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).
- B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.
- C. Amendment application Z2017-623COMP (the “Application”) was timely submitted for review during the City’s 2017/2018 amendment cycle.
- D. The Application seeks to amend the land use designation for a .11 acre area in a “L” shape approximately 14 feet on the east edge and 22 feet on the south edge; a portion of parcel 35193.9017 (the “Property”), from “Residential 15-30” to “Neighborhood Retail” with a corresponding change in zoning to Neighborhood Retail (NR) zone.
- E. Annual amendment applications are subject to a threshold review process to determine whether the applications will be included in the City’s Annual Comprehensive Plan Amendment Work Program.
- F. On February 7, 2018, an Ad Hoc City Council Committee reviewed the applications that had been timely submitted, and forwarded its recommendation to City Council regarding the applications.
- G. On March 26, 2018, the City Council adopted Resolution RES2018-0021 establishing the 2018 Comprehensive Plan Amendment Work Program, and including the Application in the Work Program.
- H. Thereafter, on April 20, 2018, staff requested comments from agencies and departments. No adverse comments were received from agencies or departments regarding the Application.

- I. A public comment period ran from May 28, 2018 to July 27, 2018 which provided a 60 day public comment period. The City did not receive any negative comments regarding the Application.
- J. On May 3, 2017, the Community Assembly received a presentation regarding the 2018 Comprehensive Plan Amendment Work Program and the Application, and has been provided with information regarding the dates of Plan Commission workshops and hearings.
- K. On July 11, 2018, the Spokane City Plan Commission held a workshop to study the Application.
- L. On August 28, 2018, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Comprehensive Land Use Plan Map and Zoning Map changes, including the Application. The deadline to appeal the SEPA determination was September 11, 2018.
- M. On September 19, 2018, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.
- N. On August 29 and September 5, 2018, the City caused notice to be published in the Spokesman Review providing notice of the SEPA Checklist and Determination of Non-Significance, the Comprehensive Plan Land Use Map amendment, and announcing the September 12, 2018 Plan Commission Public Hearing.
- O. On August 29, 2018, Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property.
- P. The staff report found that the amendment met all the decision criteria for approval of a Comprehensive Plan amendment as prescribed by SMC 17G.020, Comprehensive Plan Amendment Procedure.
- Q. On September 12, 2018, the Plan Commission held a public hearing on the Application, and deliberations were continued to the Commission's September 26, 2018 meeting.
- R. Nobody testified in opposition to the Application, and the City did not receive any adverse comments from the public or otherwise regarding the Application.
- S. As a result of the City's efforts, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.

## **CONCLUSIONS:**

Based upon the application materials, technical studies, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding the Application File No. Z2017-623COMP, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

1. The Application was timely submitted and added to the 2018 Annual Comprehensive Plan Amendment Work Program, and the final review application was submitted as provided in SMC 17G.020.050(D).
2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.
3. The Application is consistent with the goals and purposes of GMA.
4. Any potential infrastructure implications associated with the Application will either be mitigated through projects reflected in the City's relevant six-year capital improvement plans or through enforcement of the City's development regulations at time of development.
5. **The Plan Commission agrees with the Staff Report findings that the application meets the decision criteria and review guidelines as listed in SMC 17G.020.**
6. The Application is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.
7. The Application has been considered simultaneously with the other proposals included in the 2018 Annual Comprehensive Plan Amendment Work Program in order to evaluate the cumulative effect of all the proposals.
8. SEPA review was completed for the Application, and pursuant to SEPA, any adverse environmental impacts associated with the Application will be mitigated by enforcement of the City's development regulations.
9. The Application will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.
10. The Application proposes a land use designation that is in conformance with the appropriate location criteria identified in the comprehensive

plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).

11. The proposed map amendment and site is suitable for the proposed designation.
12. The map amendment would implement applicable comprehensive plan policies better than the current map designation.

### **RECOMMENDATIONS:**

In the matter of Z2017-623COMP, a request by Dwight Hume, Land Use Solutions and Entitlement on behalf of Kain Investments LLC to change the land use plan designation on .11 acres of land from "Residential 15-30" to "Neighborhood Retail" with a corresponding change of the implementing zoning to NR (Neighborhood Retail), as based upon the above listed findings and conclusions, by a vote of 10 to 0, the Plan Commissions recommends to City Council the APPROVAL of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan, and authorized the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the Application.



**Dennis Dellwo, President**  
**Spokane Plan Commission**  
October 10, 2018

## **Staff Report**

**STAFF REPORT ON COMPREHENSIVE PLAN  
LAND USE AMENDMENT APPLICATION**

**0.11 acres along rear property line of Huckleberry's/Ace Hardware shopping center; 1021  
W 9<sup>th</sup> Avenue; File Z17-623COMP**

**I. SUMMARY OF REQUEST AND RECOMMENDATIONS:**

**DESCRIPTION OF PROPOSAL:**

Change a portion of one parcel (35193.9017) from "Residential 15-30 Land Use" and RMF zoning to "Neighborhood Retail Land Use" and NR-35 zoning (same as adjacent commercial Ace Hardware and Huckleberry's). The subject portion is approximately 6 feet in width on east edge and 22 feet in width on south edge of parcel (approximately 4,783 square feet or 0.11 acre). No specific development proposal is being approved at this time.

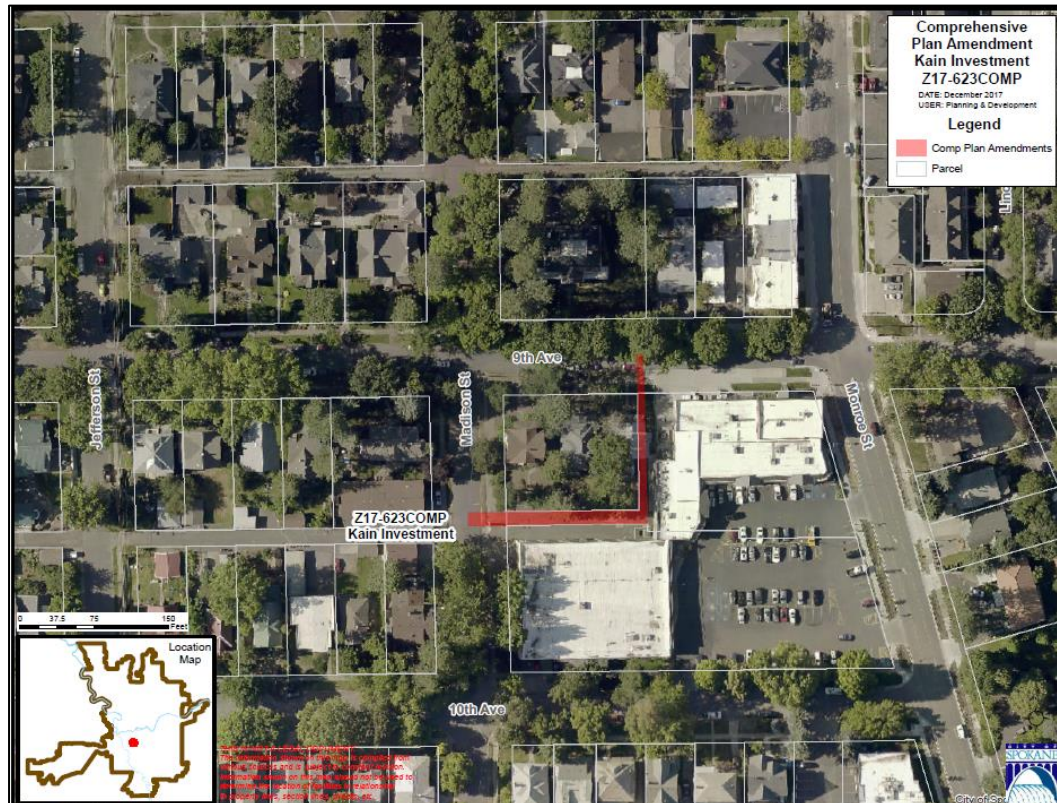
**II. GENERAL INFORMATION**

<b>Agent:</b>	Dwight Hume, Land Use Solutions and Entitlement
<b>Applicant/Property Owner(s):</b>	Kain Investment LLC (formerly owned by 9 <sup>th</sup> and Monroe LLC) c/o Ralph E. Swanson Lighthouse Properties
<b>Location of Proposal:</b>	The subject site includes a portion of one parcel located at West 9th Avenue and South Madison Street (1021 W 9 <sup>th</sup> Avenue / parcel 35193.9017). The concerned property totals approximately 4,873 square feet (0.11 acres).
<b>Legal Description:</b>	Full legal descriptions of the subject properties are available in the Planning Services Department, located on the 3 <sup>rd</sup> Floor of City Hall, 808 West Spokane Falls Blvd., Spokane, WA 99201-3329.
<b>Existing Land Use Plan Designation:</b>	"Residential 15-30"
<b>Proposed Land Use Plan Designation:</b>	"Neighborhood Retail"
<b>Existing Zoning:</b>	RMF (Residential Multifamily)
<b>Proposed Zoning:</b>	NR-35 (Neighborhood Retail with 35-foot height limit)
<b>SEPA Status:</b>	A SEPA threshold Determination of Non-Significance (DNS) was made on August 28, 2018. The appeal deadline is 5 p.m. on September 11, 2018.
<b>Enabling Code Section:</b>	SMC 17G.020, Comprehensive Plan Amendment Procedure.
<b>Plan Commission Hearing Date:</b>	September 12, 2018

<b>Staff Contact:</b>	Christopher Green, AICP, Assistant Planner; <a href="mailto:cgreen@spokanecity.org">cgreen@spokanecity.org</a>
<b>Recommendation:</b>	Approval

### III. BACKGROUND INFORMATION

- A. Site Description: The subject property for the proposal is an approximately 4,873 square foot (0.11 acre) portion of an approximately 16,117 square foot (0.37 acre) parcel (Tax Parcel 35193.9016) at the southeast corner of W 9<sup>th</sup> Avenue and S Madison Street. The parcel shares the block with a shopping center



anchored by a grocer (Huckleberry's Natural Market) and hardware store (Ace Hardware). The shopping center was developed in several phases between 1914 and 1997, and is served by an off-street parking lot along the S Monroe Street and W 10<sup>th</sup> Avenue frontages.<sup>1</sup> Due to a 2017 boundary line adjustment,<sup>2</sup> the subject property, shown in red above, is now part of the parcel containing the shopping center but retains the Multifamily Residential land use designation and RMF zoning of its previous parent parcel.

<sup>1</sup> The shopping center presently consists of Tax Parcels 35193.9017 and .0192, totaling approximately 1.91 acres in size.

<sup>2</sup> Z17-449BLA.



- B. Project Description:** Pursuant to the procedures provided in Spokane Municipal Code Section 17G.020, “Comprehensive Plan Amendment Procedure,” the applicant is requesting a comprehensive plan land use plan map designation change for a 0.11-acre portion of a 0.37-acre tax parcel from “Residential 15-30” to “Neighborhood Retail,” consistent with the existing designation on the remainder of the parcel. If approved, the zoning of the subject property would be

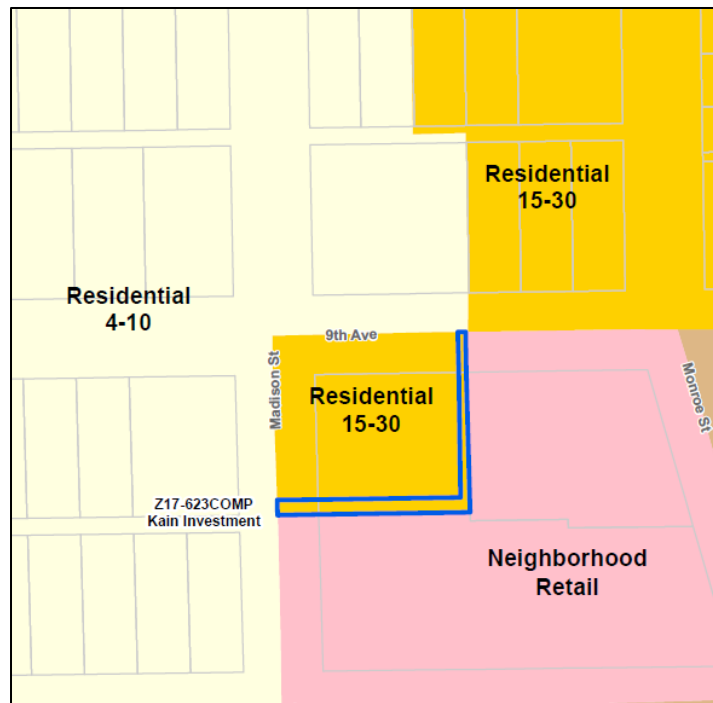


*Recent Aerial Photograph – Subject Property Shown in Red.*

changed from RMF (Multifamily Residential) to NR-35 (Neighborhood Retail with 35-foot height limit), consistent with the existing designation on the remainder of the parcel.

In effect, the proposal would shift the boundary between existing land use designations and zoning districts to be consistent with the parcel boundary established by the 2017 boundary line adjustment. The area of the proposed plan map and zone change is situated between existing developments on either parcel, and the subject proposal does not include any specific plans for development or improvement to the property.





### C. Land Use History

The subject property was annexed into the City of Spokane in 1883 and platted in 1888 as part of Block 1 of the McIntosh Addition subdivision. Spokane County Assessor's records for adjacent properties indicate that commercial use of properties at the southwest corner of 9<sup>th</sup> Avenue and Monroe Street dates back to at least 1914, when the oldest remaining structure within the shopping center was constructed. Between 1939 and 1961, commercial uses expanded southward to include the entire Monroe Street frontage between 9<sup>th</sup> and 10<sup>th</sup> Avenues.<sup>3</sup> During this time, the northwest corner of the block, including the subject property, remained in R4 (Multi-Family Residence) zoning.

Since the establishment of the current zoning code in 2006, the location has been zoned RMF (Multifamily Residential). When the Comprehensive Plan for the City of Spokane was rewritten in 2001 according to the newly adopted requirements of the Growth Management Act, the shopping center on the east and south sides of the block was identified as a Neighborhood Retail use, which recognizes "the existence of small neighborhood-serving businesses in locations that are not larger than two acres and that lie outside of designated Centers." The northwest portion of the block, including the subject property, was designated "Residential 15-30," consistent with the longstanding multifamily residential zoning of the properties.

<sup>3</sup> In 1939, the City issued Certificate of Occupancy No. 92, allowing "Retail Stores and Shops, limited to uses needed to serve a residential district" on the southeast portion of the block. A zone change from Class II, Residential Zone to Class III, Local Business Zone followed in 1948, and in 1961 the southwest corner of the block was rezoned from "R4" Multi-Family Residence zone to "B1" Local Business zone.

An L-shaped alley through the block was vacated in 1993.<sup>4</sup> In 2017, Boundary Line Adjustment Z17-449BLA relocated the common boundary between Tax Parcel 9016 and the shopping center parcels approximately 22.25 feet northward and 6.31 feet westward, slightly increasing the size of the shopping center holding. The remaining Tax Parcel 9016 is now in the process of being redeveloped with nine apartment units within three buildings, including both uncovered off-street parking spaces and dedicated spaces within garages. This adjacent multifamily development project has already received development approval and is not under consideration as part of the subject land use map change application under review.

D. Adjacent Land Uses and Improvements:

North (across W 9 <sup>th</sup> Avenue):	Residential 15-30 (apartments) and Residential 4-10 (single family residences)
South (across W 10 <sup>th</sup> Avenue):	Residential 4-10 (single family residences) and Office (medical offices)
East (across S Monroe Street):	Office (offices and single family residences)
West (across S Madison Street):	Residential 4-10 (single family residences)

E. Transportation Improvements. The subject property lies along the boundary between two different uses of a block bounded by W 9<sup>th</sup> Avenue, W 10<sup>th</sup> Avenue, S Monroe Street, and S Madison Street. The existing shopping center is within the portion of the block designated “Neighborhood Retail,” and is oriented towards the eastern frontage of the block, along S Monroe Street, which is designated as a Minor Arterial. Other streets at the perimeter of the block are designated as local streets. The property is also served by Spokane Transit Authority Route 42 (“South Adams”), which stops at the corner of W 10<sup>th</sup> Avenue and S Madison Street. Route 42 provides half-hourly service on weekdays and hourly service on Saturdays between the Lower South Hill and downtown transit plaza.<sup>5</sup>

F. Application Process:

- Application was submitted on October 30, 2017 and Certified Complete on April 19, 2018 ;
- City Council established the Annual Comprehensive Plan Amendment Work Program for 2018 by resolution (RES 2018-0021) on March 26, 2018;
- Applicant was provided Notice of Application on May 19, 2018;
- Notice of Application was posted, published, and mailed on May 29, 2018, which began a 60-day public comment period. The comment period ended July 27, 2018;
- A SEPA Determination of Non Significance was issued on August 28, 2018;

<sup>4</sup> City of Spokane, Council Ordinance C29716, May 24, 1993.

<sup>5</sup> <https://www.spokanetransit.com/routes-schedules/route/42-south-adams>, accessed August 13, 2018.

- Notice of Public Hearing was posted and mailed by August 29, 2018;
- Notice of Public Hearing was published on August 29 and September 5, 2018;
- Hearing Date is scheduled with the Plan Commission for September 12, 2018.

#### **IV. AGENCY, INTERESTED DEPARTMENT, & PUBLIC COMMENT**

Notice of this proposal was sent to City departments and outside agencies for their review. Department and outside agency comments are included in this report as **Exhibits PA-1** through **PA-2**. Two agency/city department comments were received regarding this application:

- City of Spokane, Planning & Development
- Spokane Tribe of Indians

Comments from the Spokane Tribe of Indians indicate that because the application does not include specific development proposals and only concerns the land use and zoning of the subject property, impacts to cultural resources are unlikely at this time. The City of Spokane Planning & Development comments indicate that existing water, sewer, stormwater, and transportation facilities serving the subject property are currently adequate but would need to be reviewed at the time of a future development proposal.

Notice of this proposal was also sent to the Cliff Cannon Neighborhood Council and all property owners within the notification area. Notice was posted on the subject property, in the Spokesman Review, and in the local library branch. No comments were received from the Cliff Cannon Neighborhood Council, property owners in the vicinity, or members of the public at large prior to the comment deadline.

#### **V. COMPREHENSIVE PLAN AMENDMENT PROCESS GUIDING PRINCIPLES**

SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:

1. Keep the comprehensive plan alive and responsive to the community.
2. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.
3. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.
4. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.
5. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.

6. The proposed changes must result in a net benefit to the general public.

## **VI. REVIEW CRITERIA**

SMC Section 17.G.020.030 establishes the approval criteria for Comprehensive Plan Amendments, including Land Use Plan Map Amendments. In order to approve a Comprehensive Plan Land Use Map Amendment request, the decision-making authority shall make findings of fact based on evidence provided by the applicant that demonstrates satisfaction of all of the applicable criteria. The applicable criteria are shown below in ***bold italic*** print. Following each criterion is staff analysis relative to the amendment requested.

### ***A. Regulatory Changes.***

***Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.***

**Staff Analysis:** Staff has reviewed and processed the proposed amendment in accordance with the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or local legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal. The proposal meets this criterion.

### ***B. GMA.***

***The change must be consistent with the goals and purposes of the state Growth Management Act.***

**Staff Analysis:** The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, “Planning Goals”), and these goals guided the City’s development of its comprehensive plan and development regulations. This proposal has been reviewed for GMA compliance by staff from the Washington Department of Commerce. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA. The proposal meets this criterion.

### ***C. Financing.***

***In keeping with the GMA’s requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.***

**Staff Analysis:** The proposed shift in boundary between land use designations effects a relatively small (approximately 0.11 acre) area and does not measurably alter infrastructure needs on the site or in the vicinity. The City did not require, nor did any Agency comment request or require a traffic impact analysis for the proposal. The subject property is already served by water, sewer, and transit service and lies immediately adjacent to existing local streets. Per State law, any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020. Staff finds that the proposal meets this criterion.

#### ***D. Funding Shortfall.***

***If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.***

**Staff Analysis:** As indicated in the previous section, the proposal involves shifting the boundary between two existing land use designations, with a relatively small (0.11 acre) effected area. Implementation of the concurrency requirement, as well as applicable development regulations and transportation impact fees, will ensure that development is consistent with adopted comprehensive plan and capital facilities standards, or that sufficient funding is available to mitigate any impacts to existing infrastructure networks.

#### ***E. Internal Consistency.***

- 1. The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.***

**Staff Analysis:** The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan as follows:

Development Regulations. As a non-project proposal, there are no specific plans for development of this site. Additionally, any future development on this site will be required to be consistent with the current development regulations at the time an application is submitted. The proposal does not result in any non-conforming

uses or development and staff finds no reason to indicate that the proposed Comprehensive Plan Land Use Map and zone change would result in a property that cannot be reasonably development in compliance with applicable regulations.

Capital Facilities Program. As described in the staff analysis of criterion C, above, no additional infrastructure or capital expenditures by the City are anticipated for this non-project action, and it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted After 2001. The Cliff-Cannon Neighborhood, utilizing the \$21,150 allocated by the Spokane City Council in 2007, began a planning process in 2012 as part of consortium of neighborhoods known as the South Hill Coalition. The South Hill Coalition adopted the *South Hill Coalition Connectivity and Livability Strategic Plan* in June 2014. As the document title suggests, the *Strategic Plan* focused primarily on environmental and street connectivity issues. The plan does not identify any strategies relating to the future use or development of the subject parcel, nor were any priority projects identified within or adjacent to the subject parcel. Therefore, the proposal to change the land use designation and zoning for the subject property is internally consistent with applicable neighborhood planning documents.

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a group of Comprehensive Plan Goals and Policies which are excerpted from the Comprehensive Plan and contained in Exhibit S-2 of this report. Further discussion of cogent Comprehensive Plan policies are included under criterion K.2 below.

***2. If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.***

**Staff Analysis:** The proposal is generally consistent with current comprehensive plan policies, as described in further detail in findings elsewhere within this report. Therefore, no amendment to policy wording is necessary and this criterion does not apply to the subject proposal.

#### ***F. Regional Consistency.***

***All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.***

**Staff Analysis:** The proposed shift in boundary between land use designations effects a relatively small (approximately 0.11 acre) area with no foreseeable implications to regional or interjurisdictional policy issues. No comments have been received from any agency, city department, or neighboring jurisdiction which seems to indicate that this proposal is not regionally consistent. The proposal meets this criterion.

#### **G. Cumulative Effect.**

***All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.***

##### **1. Land Use Impacts.**

***In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.***

##### **2. Grouping.**

***Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.***

**Staff Analysis:** This application, along with four other applications for comprehensive plan amendments, are being reviewed concurrently, as part of an annual plan amendment cycle. The five proposals under consideration are spread throughout the city and concern properties distant from and unconnected to any of the others under consideration. Each of the five subject properties for comprehensive plan amendment proposals are separated from the others by large swaths of pre-existing urban development. The conditions and exact modification(s) of land use and zoning are not likely to affect each other in any cumulative amount. As such, it appears that no cumulative effects are possible, nor do the potential for such effects need to be analyzed. The proposal meets this criterion.

#### **H. SEPA.**

***SEPA review must be completed on all amendment proposals and is described in chapter 17.E.050.***

##### **1. Grouping.**

***When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.***

**2. DS.**

***If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).***

**Staff Analysis:** The application has been reviewed in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, a review of other information available to the Director of Planning Services, a Determination of Non-Significance (DNS) was issued on August 28, 2018. The proposal meets this criterion.

**I. Adequate Public Facilities.**

***The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.***

**Staff Analysis:** The proposed shift in boundary between land use designations effects a relatively small (approximately 0.11 acre) area and does not measurably alter demand for public facilities and services in the vicinity of the site or on the citywide basis addressed in CFU 2.1 and CFU 2.2. The proposal does not create a new development site and would only provide a slightly extended site for the adjacent neighborhood retail use. The small scale and of the proposed change precludes any measurable need for public resources to serve the site. Staff finds that the proposal meets this criterion.

**J. UGA.**

***Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.***



**Staff Analysis:** The subject proposal does not involve an amendment to the Urban Growth Area boundary. Therefore, this criterion does not apply to this proposal.

**K. Demonstration of Need.**

**1. Policy Adjustments.**

***Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved [...]***

**Staff Analysis:** The proposal is for a map change only and does not include any proposed policy adjustments. Therefore, this subsection does not apply.

**2. Map Changes.**

***Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:***

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);***

**Staff Analysis:** Comprehensive Plan Policy LU 1.6 sets forth the locational criteria for the Neighborhood Retail land use designation. The proposal would expand this designation approximately 22.25 feet northward and 6.31 feet westward from an existing 1.91 acre Neighborhood Retail district, developed as a shopping center anchored by grocery and hardware stores. As described in LU 1.6, the Neighborhood Retail designation “recognizes the existence of small neighborhood-serving businesses in locations that are not larger than two acres and that lie outside of designated Centers.”

Because the purpose of the Neighborhood Retail designation is to accommodate existing, moderately intense commercial development, LU 1.6 and other Comprehensive Plan policies generally limit the outward growth of Neighborhood Retail areas. However, the proposed plan map change would only represent an approximately 6 percent increase in the size of the existing Neighborhood Retail site, and would conform to existing parcel boundaries. The additional 4,873 square feet of land designated Neighborhood Retail by the proposal would not allow for an intensification of retail uses on the site, but would slightly increase the off-street parking capacity of the shopping center, thereby reducing potential impacts caused by on-street parking by customers in adjacent residential areas. The proposal meets criterion (a).

***b. The map amendment or site is suitable for the proposed designation;***

**Staff Analysis:** As described in the staff response to criterion (a) above, the shopping center property on the south and east portions of the block meets the locational characteristics for the Neighborhood Retail designation, as set forth in Comprehensive Plan Policy LU 1.6. The proposal would result in a small extension of the existing Neighborhood Retail site, improving parking and circulation for the existing retail uses and alleviating the split designation along the boundary with Tax Parcel 9016. The proposal meets criterion (b).

***c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.***

**Staff Analysis:** The subject property is a narrow strip along the boundary between abutting properties designated Multifamily Residential and Neighborhood Retail. Under its current Multifamily Residential designation, the subject property has a different land use designation than the remainder of the holding, and precludes extension of adjacent retail uses onto this portion of the property. Due to its limited width of 6.31 to 22.25 feet and small overall size, the subject property does not hold any reasonable potential for further development consistent with the higher density residential uses intended for the Multifamily Residential designation, as described in Comprehensive Plan Policy LU 1.4.

By extending the Neighborhood Retail designation across the remainder of the shopping center parcels, the proposal would allow the perimeter of the property to be used in support of the existing retail use. The existing shopping center makes relatively compact use of the 1.91-acre site, especially considering the center contains both a grocery store and hardware store as retail anchors. Under these circumstances, the shopping center would be able to make efficient use of the additional 4,783 square feet made available by the proposed plan map change by providing additional space for circulation and off-street parking. Therefore, the proposal would provide additional space to support the function of an appropriately located Neighborhood Retail use, as opposed to undevelopable multifamily residential land under the current map designation. The proposal meets criterion (c).

**3. *Rezones, Land Use Plan Map Amendment.***

***Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency***

***between the comprehensive plan and supporting development regulations.***

**Staff Analysis:** If the land use plan map amendment is approved as proposed, the zoning designation of the subject property will change from RMF (Multifamily Residential) to NR-35 (Neighborhood Retail with 35-foot height limit). The NR-35 zone implements the “Neighborhood Retail” land use designation proposed by the applicant. No policy language changes have been identified as necessary to support the proposed land use plan map amendment. The proposal meets this criterion.

**VII. CONCLUSION:**

Based on the facts and findings presented herein, staff concludes that the requested amendment to the Land Use Plan Map of the City’s Comprehensive Plan satisfies the applicable criteria for approval as set forth in SMC Section 17.G.020.030.

**VIII. STAFF RECOMMENDATION:**

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan Map of the City’s Comprehensive Plan.

Staff recommends that the Plan Commission adopt the facts and findings of the staff report and recommend **APPROVAL** of the requested amendment to the Land Use Plan Map of the City’s Comprehensive Plan Map for the subject property containing an approximately 4,873 square foot (0.11 acre) portion of the parcel located at 1021 W 9<sup>th</sup> Avenue (parcel 35193.9017).

**IX. LIST OF EXHIBITS**

<u>Exhibit</u>	<u>Description</u>
A-1	Application Materials
A-2	SEPA Checklist
S-1	SEPA Determination of Non-Significance
S-2	Relevant Comprehensive Plan Policies
PA-1	Department Comment - City of Spokane Planning & Development
PA-2	Agency Comment - Spokane Tribe of Indians

## EXHIBIT S-2 – RELEVANT COMPREHENSIVE PLAN POLICIES

### LU 1.6 Neighborhood Retail Use

*Direct new neighborhood retail use to Neighborhood Centers designated on the Land Use Plan Map.*

**Discussion:** To ensure that neighborhood retail use is attracted to Centers, future neighborhood retail development is directed to the Centers. Neighborhood Retail areas located outside Centers are confined to the boundaries of the Neighborhood Retail designations.

The Neighborhood Retail designation recognizes the existence of small neighborhood-serving businesses in locations that are not larger than two acres and that lie outside of designated Centers. These locations are usually found along arterial streets, typically at the intersection of two arterials. In neighborhoods that are not served by a Center, existing neighborhood businesses provide nearby residents access to goods and services.

No new Neighborhood Retail locations should be designated outside of a Center. Further, business expansion at existing locations should be contained within the City of Spokane Comprehensive Plan 3-10 boundaries of the existing designation.

Business infill within these boundaries is allowed. Businesses that are neighborhood-serving and pedestrian-oriented are encouraged in Neighborhood Retail locations. Buildings should be oriented to the street and provide convenient and easily identifiable sidewalk entries to encourage pedestrian access. Parking lots should not dominate the frontage and should be located behind or on the side of buildings. Drive-through facilities, including gas stations and similar auto-oriented uses, tend to provide services to people who live outside the surrounding neighborhood and should be allowed only along principal arterials and be subject to size limitations and design guidelines.

Residential uses are permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.

### CFU 2.1 Available Public Facilities

*Consider that the requirement for concurrent availability of public facilities and utility services is met when adequate services and facilities are in existence at the time the development is ready for occupancy and use, in the case of water, wastewater and solid waste, and at least a financial commitment is in place at the time of development approval to provide all other public services within six years.*

**Discussion:** Public facilities are those public lands, improvements, and equipment necessary to provide public services and allow for the delivery of services. They include, but are not limited to, streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, solid waste disposal and recycling, fire and police facilities, parks and recreational facilities, schools and libraries. It must be shown that adequate facilities and services are available before new development can be approved. While occupancy and use imply an immediate need for water, wastewater and solid waste services, other public services may make more sense to provide as the demand arises. For example, a certain threshold of critical mass is often needed before construction of a new fire

station, school, library, or park is justified. If these facilities and services do not currently exist, commitments for services may be made from either the public or the private sector.

## **CFU 2.2 Concurrency Management System**

*Maintain a concurrency management system for all capital facilities.*

**Discussion:** A concurrency management system is defined as an adopted procedure or method designed to ensure that adequate public facilities and services needed to support development and protect the environment are available when the service demands of development occur. The following facilities must meet adopted level of service standards and be consistent with the concurrency management system: fire protection, police protection, parks and recreation, libraries, public wastewater (sewer and stormwater), public water, solid waste, transportation, and schools.

The procedure for concurrency management includes annual evaluation of adopted service levels and land use trends in order to anticipate demand for service and determine needed improvements. Findings from this review will then be addressed in the Six-Year Capital Improvement Plans, Annual Capital Budget, and all associated capital facilities documents to ensure that financial planning remains sufficiently ahead of the present for concurrency to be evaluated.

The City of Spokane must ensure that adequate facilities are available to support development or prohibit development approval when such development would cause service levels to decline below standards currently established in the Capital Facilities Program.

In the event that reduced funding threatens to halt development, it is much more appropriate to scale back land use objectives than to merely reduce level of service standards as a way of allowing development to continue. This approach is necessary in order to perpetuate a high quality of life. All adjustments to land use objectives and service level standards will fall within the public review process for annual amendment of the Comprehensive Plan and Capital Facilities Program.

## **Application Materials**

# Land Use Solutions & Entitlement

Land Use Planning Services  
9101 N. MT. VIEW LANE Spokane, WA 99218  
509-435-3108 (V)

(Hand Delivered)

10-22-17

Tirrell Black  
Planning & Development Services  
808 W Spokane Falls Blvd. 3<sup>rd</sup> Floor  
Spokane WA 99201

RECEIVED

OCT 30 2017

PLANNING & DEVELOPMENT

Ref: Comprehensive Plan Map Amendment Residential 15-30 to Neighborhood Retail

Dear Tirrell:

Enclosed for your review and processing is a complete set of applications and exhibits for the above referenced map amendment. This is the site commonly known as Huckleberry's and Ace Hardware and involves a very small portion of ownership left over after the recent BLA for 3 lots located at 9<sup>th</sup> and Madison that are now being developed by others as a single 9 unit apartment site.

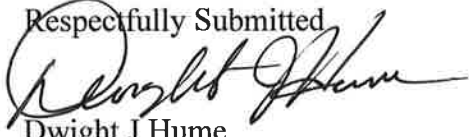
The remnant of the BLA adjoins the north side of the Huckleberry's store and also west of the Ace Hardware building. Dimensionally, there is a 14.25 foot portion paralleling Huckleberry's along the vacated alley and a 6.32 foot portion paralleling the west line of the Ace Hardware building site. Combined, they amount to 2772.5 sf. and are being added into the existing Neighborhood Retail designation of 1.84 acres, resulting in a total of 1.90 acres.

I believe we met with you, James Richman, Lisa and Ami on or about August 17<sup>th</sup> and discussed this and several other proposals. On this one, as I recall, there was little concern expressed by anyone, since this merely removes a split zone and solidifies the applicant's ownership and use for Neighborhood Retail. In this case, it provides sufficient space for parking and access along the back side of the retail center in full compliance with the applicable development standards.

While the overall intent is to aggregate the site into one zone, there needs to be some clarification about the Assessor's records as they relate to this property. In this instance, there is an approved BLA that aggregates the adjacent three lots into one single parcel and leaves an "L" shape portion. However, as of this writing, the Assessor's records do not show the new parcel numbers

resulting from the BLA and Tax Segregation Request. Ali Brast would be a good contact regarding verification of the BLA and Tax segregation.

Please direct all of your correspondence to me as agent for the owner/applicant.

Respectfully Submitted  
  
Dwight J Hume  
Land Use Solutions and Entitlement

Enclosure:

Threshold Application Fee \$500.00

General Application, Authorization to Represent

Threshold Review Form

SEPA Checklist

Site Plan Exhibits 2 sets

Comprehensive Plan Application (fee pending docketing )

Final Review Criteria

Notification Map Application with exhibits (fee pending docketing)

Email discussions with Cliff Cannon (Patricia Hansen Chair)

RECEIVED

OCT 30 2017

PLANNING & DEVELOPMENT



# Land Use Solutions & Entitlement

## Land Use Planning Services

9101 N. MT. VIEW LANE Spokane, WA 99218  
509-435-3108 (V)

(Sent via email this date)

1-02-18

Tirrell Black  
Planning & Development Services  
808 W Spokane Falls Blvd. 3<sup>rd</sup> Floor  
Spokane WA 99201

Ref: Comprehensive Plan Map Amendment Residential 15-30 to Neighborhood Retail

Dear Tirrell:

This letter is an update from the cover letter submitted with this application and is intended to correct the record as to the size of the zone change. As you know, we are now including the N ½ of the vacated alley adjacent to all of Lots 6-8, Block 1 of McIntosh Addition and the easterly 13.17 ft. of the N. 118.00 ft. of Lot 6. By doing so, we include the remnant portions currently owned by the applicant and zoned RMF. The combined area of the proposed amendment is now 4873.31 sf.

Also on this date, I have forwarded to you via email, the authorization from Kain Investments LLC for Ralph E Swanson to represent their interest in the subject property, a map depicting the area being amended and the revised legal description.

Finally, Spokane County Assessor's have updated their records and the subject parcel that includes the proposed zone change is now 35193.9017.



Dwight J Hume

## Black, Tirrell

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**From:** dhume@spokane-landuse.com  
**Sent:** Tuesday, January 02, 2018 10:49 AM  
**To:** Black, Tirrell  
**Cc:** Ralph Swanson  
**Subject:** 9th and Monroe CPA  
**Attachments:** Property Management Agreement - Kain Investments LLC 926 South Monroe, Spokane (V283129).pdf; 9th and Monroe LLC Legal Description.docx; 9th and Monroe General Application.doc

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Tirrell: I have attached both documents that you needed for the file. I also noticed that all of Lot 6 was still zoned RMF, so the legal now includes the east 13.17 ft. of said lot 6 as well as the N ½ of the alley adjacent to Lots 6-8. Because of the change in land area, the General Application was amended accordingly. Please keep the second signature page of the original submittal.

*Dwight J Hume*

Land Use Solutions and Entitlement  
9101 N Mt. View Lane  
Spokane WA 99218  
509-435-3108

## Revised Legal Description

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(9<sup>th</sup> and Monroe LLC Map Amendment Residential 15-30 to Neighborhood Retail)

That portion of Lots 6-8 Block 1, McIntosh Addition as per plat recorded in Volume "A" of Plats, page 188, records of Spokane County; more particularly described as follows:

Lots 6-8 Block 1, McIntosh Addition

EXCEPT the North 118.00 ft. of the West 136.00 ft. thereof;

AND together with the north half of vacated alley adjacent to said Lots 6, 7 and 8.

Containing approximately 4873.31 square feet.

**DESCRIPTION OF PROPOSAL:**

Change Land Use Plan map from Residential 15-30 to Neighborhood Retail and the zone from RMF to NR-35 on 2772.5 sf of said R-15-30 property.

**ADDRESS OF SITE OF PROPOSAL:** (if not assigned yet, obtain address from Public Works before submitting application)

1021, 1025 and 1029 W 9<sup>th</sup> Avenue.

**APPLICANT:**

**Name:** Kain Investments LLC C/O Ralph E. Swanson Lighthouse Properties  
**Address:** P O Box 78, Issaquah WA 98027  
**Phone (home):** **Phone (work):** 206.283.1153 ext. 1  
**Email address:** ralph@lighthouseproperties.us

**PROPERTY OWNER:**

**Name:** Same as above  
**Address:**  
**Phone (home):** **Phone (work):**  
**Email address:**

**AGENT:**

**Name:** Land Use Solutions and Entitlement C/O Dwight Hume  
**Address:** 9101 N Mt. View Lane Spokane WA 99218  
**Phone (home):** **Phone (work):** 509.435.3108  
**Email address:** dhume@spokane-landuse.com

**ASSESSOR'S PARCEL NUMBERS:**

Portion of former parcel numbers 35193.0913, 0914, 0915. (see Z17-449BLA)

**LEGAL DESCRIPTION OF SITE:**

See Attached

**SIZE OF PROPERTY:**

Approximately 4873.31 sf

**LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:**

Amendment to the Land Use Plan map from R-15-30 to Neighborhood Retail and the zone map from RMH to NR-35.

**SUBMITTED BY:**

☐ Applicant    ☐ Property Owner    ☐ Property Purchaser    ☐ Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement: **(See Attached Authorization Letter)**

I, \_\_\_\_\_, owner of the above-described property do hereby authorize  
\_\_\_\_\_ to represent me and my interests in all matters regarding this  
application.

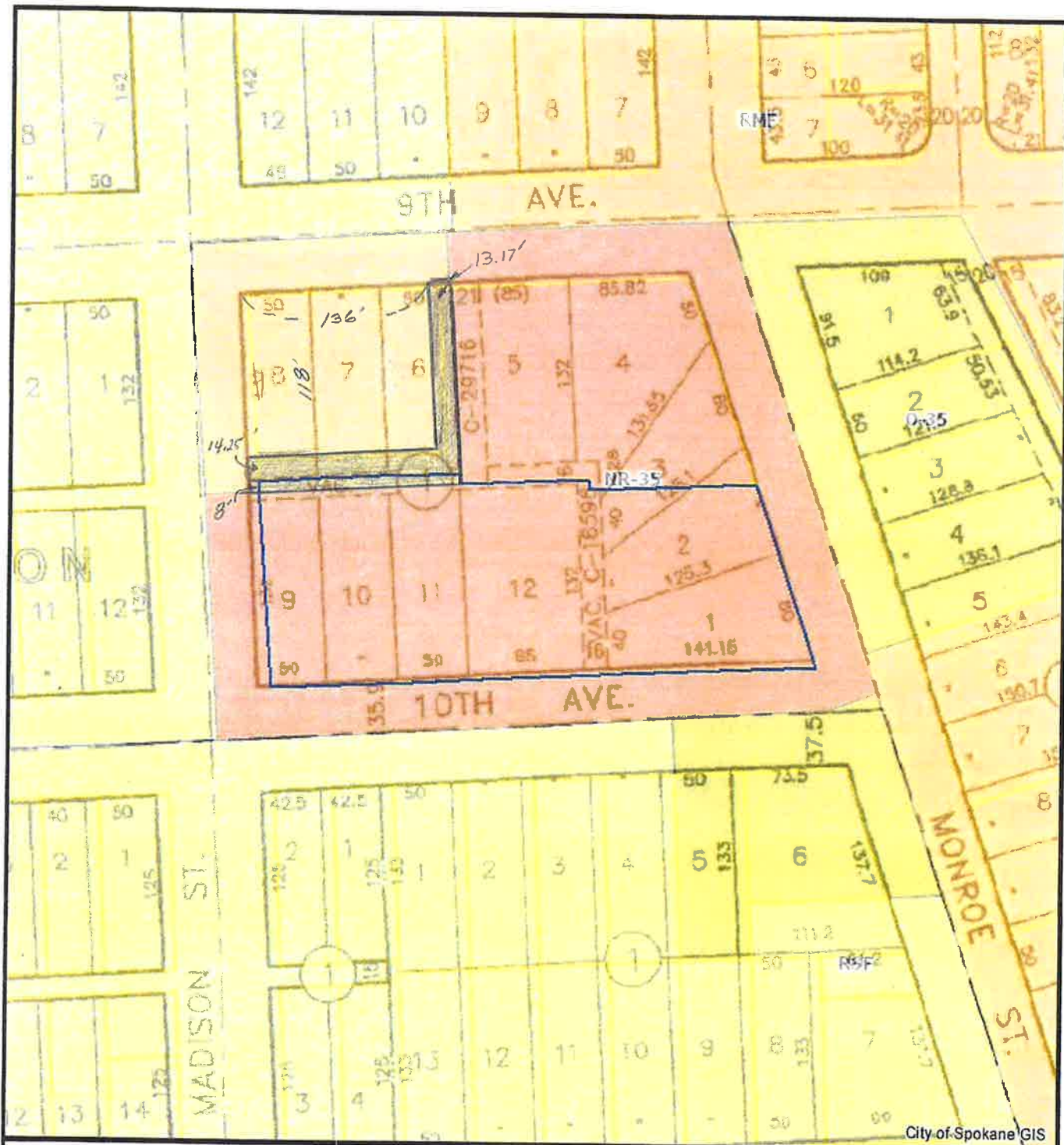
**ACKNOWLEDGMENT:**

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF SPOKANE       )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

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



48735F

PROPOSED NR-35

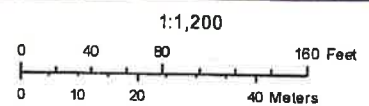
**My Map**  
December 19, 2017



**Legend**

City of Spokane

- Parcel
- Adult
- CC3
- N River
- Center and Corridor Type 1
- Center and Corridor Type 2



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.

# Comprehensive Plan Amendment

**Record/Permit Number: Z17-623COMP**



**Planning Services  
Department**  
808 W Spokane Falls Blvd  
Spokane, WA 99201  
Phone: (509) 625-6060  
www.spokaneplanning.org

**Job Title: Change Land Use Map from R 15-30 to NR**

**Expires:**

**Site Information:**

**Address:** 1021 W 9TH AVE

**Parcel #:** 35193.0913

**Permit Status:** Pending

**Status Date:** 10/30/2017

**Parent Permit:**

**Applicant**

**Owner**

**926 MONROE, LLC  
c/o RALPH SWANSON OF LIGHTHOUSE PROPERTIES  
PO BOX 78  
ISSAQUAH WA 98027**

**926 MONROE, LLC  
PO BOX 78  
ISSAQUAH WA 98027**

**EXT 1**

**Description of Work:** Change Land Use Map from R 15-30 to NR

**Contractor(s)**

<b>Fees:</b>	<b>Qty:</b>	<b>Amount:</b>	<b>Payments:</b>	<b>Ref#</b>	<b>Amount:</b>
Pre-application Fee	1	\$500.00	10/30/2017 Check	3203	\$500.00
		<u>\$500.00</u>			<u>\$500.00</u>
<b>Estimated Balance Due :</b>					<b>Amount:</b>
					\$0.00

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**CONDITIONS OF APPROVAL**



## Comprehensive Plan or Development Standard Amendment Threshold Review - Counter Complete Checklist

This checklist includes all of the required information for submitting a **Early Threshold Review Application** for an item that has been docketed for full review as a COMPREHENSIVE PLAN OR DEVELOPMENT STANDARD AMENDMENT. It includes required information of the State Environmental Policy Act. Applications will not be processed until all of the following information is submitted and determined "Counter Complete."

- ☒ Predevelopment meeting summary (if applicable)
- ☒ Pre-application meeting or correspondence with neighborhood council (for map amendments)
- ☒ General Application, completed and signed
- ☒ Threshold Review Application for Comprehensive Plan Amendments
- ☒ Environmental checklist, if required under SMC Chapter 17E.050.
- N/A ☐ Additional materials such as photographs illustrating the site or visioning documents appropriate to a non-project action may be included.
- ☒ For a map amendment, (2) paper copies and one PDF (formatted for posting and emailing) of the site plan, drawn to a minimum scale of 1"=100', on a sheet no larger than 24"x36", which will include all of the following:

- ☐ Applicant's name, mailing address and phone number
- ☐ Section, township and range
- ☐ North arrow and scale
- ☐ Legal description
- ☐ Dimensions of property and property lines
- ☐ City limits and section lines
- ☐ Existing utilities in adjoining right-of-way
- ☐ Existing streets, alleys, major easements or public areas
- ☐ Location of existing buildings
- ☐ Unstable slopes (if applicable)
- ☐ Wetlands (if applicable)
- ☐ Water courses such as streams, rivers, etc. (if applicable)
- ☐ Flood plains, flood fringe or flood way (if applicable)
- ☐ Significant habitat or vegetation (if applicable)

10/30/2017

912 + Madison

T4B

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- N/A ☐ For a text amendment, instead of the site plan, please include the proposed amendment with the text to be added underlined and the text to be deleted with strikeouts.
- ☐ Additional application information may be requested later if item is put on the Annual Comprehensive Plan Amendment Work Program and may include, but is not limited to, the following: critical area studies, noise studies, air quality studies, visual analysis, transportation impact studies, geotechnical and wetland studies
- ☐ Planning & Development Department filing fees, as required under SMC Chapter 8.02

☒ Addition of Final Review Criteria Q answered including  
old applicable for Comp Plan

▷ Notification Map - in advance

Planning Services  
3<sup>rd</sup> Floor, City Hall  
808 W. Spokane Falls Blvd  
Spokane, Washington 99201  
509.625.6300 (rev. 201709)



**DESCRIPTION OF PROPOSAL:**

Change Land Use Plan map from Residential 15-30 to Neighborhood Retail and the zone from RMF to NR-35 on 2772.5 sf of said R-15-30 property.

**ADDRESS OF SITE OF PROPOSAL:** (if not assigned yet, obtain address from Public Works before submitting application)

1021,1025 and 1029 W 9<sup>th</sup> Avenue.

**APPLICANT:**

**Name:** 9<sup>th</sup> and Monroe LLC C/O Ralph E. Swanson Lighthouse Properties  
**Address:** P O Box 78, Issaquah WA 98027  
**Phone (home):** **Phone (work):** 206.283.1153 ext. 1  
**Email address:** ralph@lighthouseproperties.us

**PROPERTY OWNER:**

**Name:** Same as above  
**Address:**  
**Phone (home):** **Phone (work):**  
**Email address:**

**AGENT:**

**Name:** Land Use Solutions and Entitlement C/O Dwight Hume  
**Address:** 9101 N Mt. View Lane Spokane WA 99218  
**Phone (home):** **Phone (work):** 509.435.3108  
**Email address:** dhume@spokane-landuse.com

**ASSESSOR'S PARCEL NUMBERS:**

Portion of former parcel numbers 35193.0913,0914,0915. (see Z17-449BLA)

**LEGAL DESCRIPTION OF SITE:**

See Attached

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**SIZE OF PROPERTY:**

Approximately 2772.5 sf

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**LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:**

Amendment to the Land Use Plan map from R-15-30 to Neighborhood Retail and the zone map from RMH to NR-35.

**SUBMITTED BY:**

DWIGHT HUME

☐ Applicant    ☐ Property Owner    ☐ Property Purchaser    ☒ Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement: **(See Attached Authorization Letter)**

I, \_\_\_\_\_, owner of the above-described property do hereby authorize \_\_\_\_\_ to represent me and my interests in all matters regarding this application.

### ACKNOWLEDGMENT:

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

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

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## PLANNING & DEVELOPMENT

## Letter of Authorization

I, **RALPH E. SWANSON**, manager of the property described and attached, do hereby authorize Dwight J Hume to represent our interests in all matters regarding this application.

Signed *Ralph E Swanson* Dated 10 / 24 / 2017

### ACKNOWLEDGMENT:

STATE OF WASHINGTON     )  
  ) ss.

COUNTY OF KING     )

On this 24 day of October, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared *Ralph Swanson*, to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.



*Kristy Brown*  
Notary Public in and for the State of Washington,  
residing at *King County*

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## Legal Description

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(9<sup>th</sup> and Monroe LLC Map Amendment Residential 15-30 to Neighborhood Retail)

That portion of Lots 6-8 Block 1, McIntosh Addition as per plat recorded in Volume "A" of Plats, page 188, records of Spokane County; more particularly described as follows:

The S. 14.25 ft. of Lots 7 and 8, and the S 14.25 ft. of the West 42.77 ft. of Lot 6. Together with the E. 6.31' of the N. 118.00' of the West 42.77 ft. of said Lot 6.

Containing approximately 2772.5 square feet.

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# Land Use Solutions & Entitlement

Land Use Planning Services  
9101 N. MT. VIEW LANE Spokane, WA 99218  
509-435-3108 (V)

(Hand Delivered)

10-22-17

Tirrell Black  
Planning & Development Services  
808 W Spokane Falls Blvd. 3<sup>rd</sup> Floor  
Spokane WA 99201

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Ref: Comprehensive Plan Map Amendment Residential 15-30 to Neighborhood Retail

Dear Tirrell:

Enclosed for your review and processing is a complete set of applications and exhibits for the above referenced map amendment. This is the site commonly known as Huckleberry's and Ace Hardware and involves a very small portion of ownership left over after the recent BLA for 3 lots located at 9<sup>th</sup> and Madison that are now being developed by others as a single 9 unit apartment site.

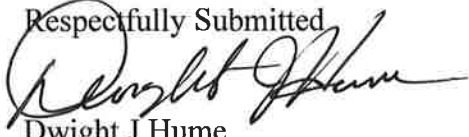
The remnant of the BLA adjoins the north side of the Huckleberry's store and also west of the Ace Hardware building. Dimensionally, there is a 14.25 foot portion paralleling Huckleberry's along the vacated alley and a 6.32 foot portion paralleling the west line of the Ace Hardware building site. Combined, they amount to 2772.5 sf. and are being added into the existing Neighborhood Retail designation of 1.84 acres, resulting in a total of 1.90 acres.

I believe we met with you, James Richman, Lisa and Ami on or about August 17<sup>th</sup> and discussed this and several other proposals. On this one, as I recall, there was little concern expressed by anyone, since this merely removes a split zone and solidifies the applicant's ownership and use for Neighborhood Retail. In this case, it provides sufficient space for parking and access along the back side of the retail center in full compliance with the applicable development standards.

While the overall intent is to aggregate the site into one zone, there needs to be some clarification about the Assessor's records as they relate to this property. In this instance, there is an approved BLA that aggregates the adjacent three lots into one single parcel and leaves an "L" shape portion. However, as of this writing, the Assessor's records do not show the new parcel numbers

resulting from the BLA and Tax Segregation Request. Ali Brast would be a good contact regarding verification of the BLA and Tax segregation.

Please direct all of your correspondence to me as agent for the owner/applicant.

Respectfully Submitted  
  
Dwight J Hume  
Land Use Solutions and Entitlement

Enclosure:

Threshold Application Fee \$500.00

General Application, Authorization to Represent

Threshold Review Form

SEPA Checklist

Site Plan Exhibits 2 sets

Comprehensive Plan Application (fee pending docketing )

Final Review Criteria

Notification Map Application with exhibits (fee pending docketing)

Email discussions with Cliff Cannon (Patricia Hansen Chair)

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# Threshold Review

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## *9<sup>th</sup> and Monroe LLC Map Amendment Residential 15-30 to NR-35*

- a. The proposed amendment presents a matter appropriately addressed through the comprehensive plan;  
*LU 1.6 Direct new neighborhood retail use to Neighborhood Centers designated on the Land Use Plan map. This is merely an adjustment of the existing Neighborhood Retail border to include the applicant's remaining ownership within an existing block and adds 2772 sf. (.06 acres). This is consistent with the comprehensive plan policy because it contains the expansion at the present designated neighborhood center.*
- b. The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City Council or by a neighborhood or subarea planning process;  
*The proposal does not raise policy or land use issues due to its minimal scale of expansion.*
- c. The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program;  
*The proposal formalizes improvements for access and parking heretofore allowed in a sub-standard space. Accordingly, it brings this type of land use into full compliance with applicable development standards. No additional studies will be required. Hence, the proposal can be reasonably reviewed within the resources and time frame of the work program.*
- d. When expansion of the geographic scope of an amendment proposal is being considered, shared characteristics with nearby, similarly situated property have been identified and the expansion is the minimum necessary to include properties with those shared characteristics; *Not Applicable.*
- e. The proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must also be consistent with policy implementation in the Countywide Planning Policies, the GMA, or other state or federal law, and the Washington Administrative Code;  
*As stated above, this is a minimal expansion of the Neighborhood Retail designation to include 2775 sf of the applicant's retail ownership, thus allowing adequate improvement for access and parking for the existing retail center. The proposal is therefore consistent with existing land use policy. As such it is also in compliance with Countywide Policy, GMA and other applicable state or federal regulations.*

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- f. The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process, but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated; *Not Applicable*.
- g. State law required, or a decision of a court or administrative agency has directed such a change. *Not Applicable*

Neighborhood Council Outreach:

This proposal is within the Cliff/Cannon NC district. Chairperson, Patricia Hansen is intimately familiar with the adjacent apartment project, the removal of the existing three houses and the redevelopment into a common 9 unit apartment complex. That project, reveals the common future reciprocal access and parking contemplated with this owner/applicant. We attempted to get on their October agenda, however, the meeting had just taken place when this effort was made. See attached email discussions with Patricia Hansen.

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## Dwight Hume

---

**From:** Patricia Hansen <patricia@pahansen.com>  
**Sent:** Monday, October 09, 2017 11:56 AM  
**To:** Dwight Hume  
**Subject:** Re: 2 proposed land use changes

Dwight,

I'll stay tuned for Tirrell's response before adding this topic to the Neighborhood agenda.

Sincerely,

Patricia

---

**From:** Dwight Hume <[dhume@spokane-landuse.com](mailto:dhume@spokane-landuse.com)>  
**Sent:** Monday, October 9, 2017 9:31 AM  
**To:** Patricia Hansen  
**Cc:** 'Tirrell Black '  
**Subject:** RE: 2 proposed land use changes

Patricia, that would depend upon whether or not the ad-hoc committee has already met to determine the annual docketing. If that has not happened, then of course I would want to attend. If it has been docketed, then eventually I will be requesting a meeting during the 60 day window of the Notice of Application. Let's see what Tirrell can add to this when she returns this Thursday. Thank you for your efforts to accommodate me.

Regards

*Dwight J Hume*

Land Use Solutions & Entitlement LLC

9101 N Mt. View Lane

Spokane, WA 99218-2140

509-435-3108

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**From:** Patricia Hansen [<mailto:patricia@pahansen.com>]  
**Sent:** Saturday, October 07, 2017 1:38 PM  
**To:** Dwight Hume  
**Cc:** Tirrell Black  
**Subject:** Re: 2 proposed land use changes

Hello Dwight and Terrell,

Are you interested in being on the January 2nd Agenda for the Cliff Cannon Neighborhood Meeting? I hope this is not too late to inform the Neighborhood about these two proposed land use changes.

Sincerely,

Patricia

---

**From:** Dwight Hume <[dhume@spokane-landuse.com](mailto:dhume@spokane-landuse.com)>  
**Sent:** Friday, October 6, 2017 9:50 AM  
**To:** Patricia Hansen  
**Cc:** Tirrell Black  
**Subject:** RE: 2 proposed land use changes

Patricia: Thanks for the update on your schedule. Let me know if you need additional information. You might want to connect with Tirrell Black, when she returns on October 12<sup>th</sup>.

Regards

*Dwight J Hume*

Land Use Solutions & Entitlement LLC

9101 N Mt. View Lane

Spokane, WA 99218-2140

509-435-3108

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**From:** Patricia Hansen [<mailto:patricia@pahansen.com>]  
**Sent:** Thursday, October 05, 2017 4:16 PM  
**To:** Dwight Hume  
**Cc:** [lauraccnc@sisna.com](mailto:lauraccnc@sisna.com)  
**Subject:** Re: 2 proposed land use changes

Dwight,

Thank you for the land use changes described below. The Neighborhood is at least aware of the first proposed change. i am not sure of the second proposed change.

The Neighborhood Council does not have a business meeting in November and December. We start our Winter/Spring meetings in January. We meet the first Tuesday of the month - January 2nd. I will forward your request to the Executive Committee who meet next Tuesday to plan future agendas.

I will respond to you shortly.

Patricia

---

**From:** Dwight Hume <[dhume@spokane-landuse.com](mailto:dhume@spokane-landuse.com)>  
**Sent:** Thursday, October 5, 2017 11:20 AM  
**To:** Patricia Hansen  
**Cc:** [lauraccnc@sisna.com](mailto:lauraccnc@sisna.com)  
**Subject:** 2 proposed land use changes

Patricia/Laura: I am sending this email to inform you of two proposed land use changes within your neighborhood and to request to be on your next regular scheduled meeting of November 7<sup>th</sup>. This request is triggered by the recently approved docketing schedule procedure of screening proposed annual amendment proposals and requires that the proponent inform the respective NC prior to the docketing meeting of the ad hoc committee.

Very briefly, 1) from RMF to NC-35 on a very small portion of property located at 9<sup>th</sup> and Madison behind Huckleberry's and Ace Hardware south and east of a proposed 9 unit apartment at 9<sup>th</sup> and Madison. 2) The second proposal is to change from O-150 to CB-150 at the SEC of 6<sup>th</sup> and Stevens. That proposal would extend an existing CB-150 zone located within the same ownership at the SWC of 6<sup>th</sup> and Washington and bring all of the ownership into a marketable and usable size of property for commercial use. '

Please confirm my placement on your next agenda.

Kindest Regards

*Dwight J Hume*

Land Use Solutions & Entitlement LLC

9101 N Mt. View Lane

Spokane, WA 99218-2140

509-435-3108

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# Comprehensive Plan or Land Use Code Amendment

## Application

### DESCRIPTION OF THE PROPOSED AMENDMENT Please check the appropriate box(es):

*(Inconsistent Amendments will only be processed every other year beginning in 2005.)*

☐ Comprehensive Plan Text Change

☒ Land Use Designation Change

☐ Regulatory Code Text Change

☐ Area-wide Rezone

**Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your application's chances of being reviewed during this amendment cycle.**

#### 1. General Questions (for all proposals):

- a. Describe the nature of the proposed amendment and explain why the change is necessary.

*The proposed amendment incorporates the remaining 2772 sf of property owned by the applicant and currently designated Residential 15-30. The balance of the applicants ownership is adjacent to the east along 9<sup>th</sup> Avenue and to the south along 10<sup>th</sup> Avenue and consist of 80,150 sf of Neighborhood Retail. This will adjust the NR designation and make all of the applicants ownership one designation and zone.*

- b. How will the proposed change provide a substantial benefit to the public?

*The subject property adjoins the "backside" of the existing businesses. Heretofore there has been a substandard area zoned NR-35 that has been used for parking and access to the back of these retail buildings. The applicant was the former owner of the adjacent RMF property and recently sold the same after a BLA was approved that reduced the size of that land area and left this added 2772 sf. With this property zoned to NR-35, the parking can be improved to current development standards. As such, more on-site parking can be provided for employees, enabling more parking on site and on the street.*

- c. Is this application consistent or inconsistent with the Comprehensive Plan goals, objectives and policies? Describe and attach a copy of any study, report or data, which has been developed that supports the proposed change and any relevant conclusions. If inconsistent please discuss how the analysis demonstrates that changed conditions have occurred which will necessitate a shift in goals and policies.

*The proposed map amendment is consistent with LU 1.6 which directs new retail use to NC designated on the map. In this case, we are adjusting a boundary of an existing designated center to enable proper development of this 2772 sf remainder.*

- d. Is this application consistent or inconsistent with the goals and policies of state and federal legislation, such as the Growth Management Act (GMA) or environmental regulations? If inconsistent, describe the changed community needs or priorities that justify such an amendment and provide supporting documents, reports or studies.

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*It does not significantly affect existing policy or designations of the adopted comprehensive plan. This adopted plan must be in compliance with applicable state and federal guidelines and policies, therefore, this amendment is in compliance as well.*

- e. Is this application consistent with the Countywide Planning Policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the Regional please describe the changed regional needs or priorities that justify such an amendment and provide supporting documents, reports or studies.

*Yes, for the same reasons as stated above under subsection "d".*

- f. Are there any infrastructure implications that will require financial commitments reflected in the Six-Year Capital Improvement Plan?

*No, the future improvements will be on site and do not generate any need for off-site capitol improvements.*

- g. Will this proposal require an amendment to any supporting documents, such as development regulations, Capital Facilities Program, Shoreline Master Program, Downtown Plan, critical areas regulations, any neighborhood planning documents adopted after 2001, or the Parks Plan? If yes, please describe and reference the specific portion of the affected plan, policy or regulation.

*No amendments will be required.*

- h. If this proposal is to modify an Urban Growth Area (UGA) boundary, please provide a density and population growth trend analysis. Changes to the Urban Growth Area may occur only every five years and when the Board of County Commissioners (BoCC) reviews all UGA's countywide. N/A

## **2. For Text Amendments:**

- a. Please provide a detailed description and explanation of the proposed text amendment. Show proposed edits in "line in/line out" format, with text to be added indicated by underlining, and text to be deleted indicated with ~~strikeouts~~.
- b. Reference the name of the document as well as the title, chapter and number of the specific goal, policy or regulation proposed to be amended/added.

## **3. For Map Change Proposals:**

- a. Attach a map of the proposed amendment site/area, showing all parcels and parcel numbers.

*See enclosed maps on file.*

- b. What is the current land use designation?

*Residential 15-30*

- c. What is the requested land use designation?

*Neighborhood Retail*

- d. Describe the land uses surrounding the proposed amendment site (land use type, vacant/occupied, etc.)

*North: Residential and apartments; West: Residential; South and East: Neighborhood Retail*

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## Section 17G.020.030 Final Review Criteria

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### A. Regulatory Changes.

Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

*No changes to GMA or environmental regulations are known to affect the proposed amendment. Accordingly, the proposed amendment is consistent with applicable GMA and environmental regulations.*

### B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

*The proposal is consistent with the adopted goals and policies of the Comprehensive Plan. That document has the same internal compliance requirement. Therefore, this meets the GMA requirements.*

### C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

*No new infrastructure improvements will be triggered by this proposal. All expenses associated with this proposal are on site and privately funded.*

### D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

*No impacts will occur to require to service levels from this proposed amendment.*

### E. Internal Consistency.

1).The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding

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adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

*The proposed 2775 sf. expansion of the existing Neighborhood Retail Center designation is inconsequential to the internal and applicable plans and programs if the City of Spokane.*

2). If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

*Not Applicable*

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts

*The expansion of the existing NR designation by 2775 sf is not consequential to Regional Consistency.*

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures

1) Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action

*The proposed amendment has no accumulative impacts*

2) Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

*This proposal has no effects on land use type or geographic area.*

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H. SEPA.

SEPA review must be completed on all amendment proposals and is described in chapter 17E.050

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

*The applicant is unaware of other pending applications. Notwithstanding, this minuscule expansion of an existing NR designation has insignificant cumulative impacts*

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS) *Not Applicable*

I. Adequate Public Facilities

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies

*The proposal has no impacts upon citywide services.*

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County: *Not Applicable*

K. Demonstration of Need.

1) Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

*The designation is an extension of the existing NR designation to include the remaining 2775 sf of the applicant's property. It is internal to the city block that it is located upon and has no new impacts to existing traffic or other land use.*

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- b. The map amendment or site is suitable for the proposed designation;

*The map designation is suitable and consistent with the adjacent NR designation.*

- c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.

*The map amendment enables full compliant parking improvements to what otherwise has been occurring on sub-standard space within the current NR-35 property.*

## 2) Rezones Land Use Plan Map Amendments

*The extension of the existing NR-35 zone does not impact other areas or zones citywide.*

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## Legal Description

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(9<sup>th</sup> and Monroe LLC Map Amendment Residential 15-30 to Neighborhood Retail)

That portion of Lots 6-8 Block 1, McIntosh Addition as per plat recorded in Volume "A" of Plats, page 188, records of Spokane County; more particularly described as follows:

The S. 14.25 ft. of Lots 7 and 8, and the S 14.25 ft. of the West 42.77 ft. of Lot 6. Together with the E. 6.31' of the N. 118.00' of the West 42.77 ft. of said Lot 6.

Containing approximately 2772.5 square feet.

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Existing NR

Proposed NR



CARAGEE: 6 STALLS + 1 ADA  
UNCOVERED: 12 + 2 PARALLEL  
TOTAL: 28 STALLS

9TH AVENUE

MADISON STREET-

2 PARALLEL STALLS

7 GARAGE STALLS

11 STALLS @ 8'-6"

D.L.A. "FUTURE PROPERTY USE"

 $142' - 2''$ 

1 NEW SITE PLAN - PROJECT NORTH

EXISTING

PROPOSED



## KEY NOTES

- |     |  |
|-----|--|
| 1   | EXISTING PROPERTY LINE                                   |
| 2   | EXISTING PAVEMENT FROM TYPH TO WALL                      |
| 3   | UTILITY ASPHALT PATCH                                    |
| 4   | PROPOSED MOUNTAIN VIEW FENCE                             |
| 5   | PROPOSED MOUNTAIN VIEW ADJUNCTION - FUTURE PROPERTY LINE |
| 6   | PROPOSED ERE WALL  |
| 7   | NON-CONFORM  |
| 8   | EXISTING BACKSTOP POWER CONNECTION                       |
| 9   | PROTECT AND PRESERVE EXISTING TREE                       |
| 10  | EXISTING ELECTRICAL POWER TRANSFORMER                    |
| 11  | BUILDING TRAIL   |
| 12  | PROPOSED TRAIL   |
| 13  | PROPOSED TRAIL   |
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| 15  | PROPOSED TRAIL   |
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| 100 | PROPOSED TRAIL   |

## SITE PLAN

THE NINES ON 9TH APARTMENTS  
THE NINES, LLC  
1021 W NINTH AVENUE  
SPOKANE, WA 99202

**WAG**  
Woffe Architectural Group

Project No.	17,110
Date	07.17.18
Drawn By	JRC
Checked By	RLW

Shovel (lb.)

## A0.2



**DESCRIPTION OF PROPOSAL:**

Comprehensive Plan Map Amendment from Residential 15-30 to Neighborhood Retail

**ADDRESS OF SITE OF PROPOSAL:** (if not assigned yet, obtain address from Public Works before submitting application)

Not Applicable, rear yard area added into existing retail

**APPLICANT:**

**Name:** 9<sup>th</sup> and Monroe LLC C/O Ralph E Swanson, Lighthouse Properties  
**Address:** P O Box 78, Issaquah WA 98027  
**Phone (home):** **Phone (work):** 206.283.1153 ext 1  
**Email address:** ralph@lighthouseproperties.us

**PROPERTY OWNER:**

**Name:** Same as applicant  
**Address:**  
**Phone (home):** **Phone (work):**  
**Email address:**

**AGENT:**

**Name:** Land Use Solutions and Entitlement C/O Dwight Hume  
**Address:** 9101 N Mt. View Lane Spokane WA 99218  
**Phone (home):** **Phone (work):** 509.435.3108  
**Email address:** dhume@spokane-landuse.com

**ASSESSOR'S PARCEL NUMBERS:**

Former Parcel #'s 35193.0913-0914, 0915 and 0908. See BZ17-449BLA

**LEGAL DESCRIPTION OF SITE:**

See attached legal

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**SIZE OF PROPERTY:**

2772.5 sf.

**LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:**

Comp Plan Map Amendment

**DOES OWNER/APPLICANT OWN PROPERTY ADJACENT TO SUBJECT PROPERTY?  
If yes, provide all parcel numbers.**

Applicant owns 35193.0908 and 0912. (See attached site plan map).

I acknowledge, as a part of this application, that I am responsible for all notification requirements as described in SMC 17G.060. for public hearing and community meeting. Copies of these instructions are available from the Planning Services Department or on [www.spokaneplanning.org](http://www.spokaneplanning.org).

**SUBMITTED BY:**

☐ Applicant    ☐ Property Owner    ☐ Property Purchaser    ☒ Agent

# Land Use Solutions & Entitlement

## Land Use Planning Services

9101 N. MT. VIEW LANE Spokane, WA 99218  
509-435-3108 (V)

(Sent via email this date)

1-02-18

Tirrell Black  
Planning & Development Services  
808 W Spokane Falls Blvd. 3<sup>rd</sup> Floor  
Spokane WA 99201

Ref: Comprehensive Plan Map Amendment Residential 15-30 to Neighborhood Retail

Dear Tirrell:

This letter is an update from the cover letter submitted with this application and is intended to correct the record as to the size of the zone change. As you know, we are now including the N ½ of the vacated alley adjacent to all of Lots 6-8, Block 1 of McIntosh Addition and the easterly 13.17 ft. of the N. 118.00 ft. of Lot 6. By doing so, we include the remnant portions currently owned by the applicant and zoned RMF. The combined area of the proposed amendment is now 4873.31 sf.

Also on this date, I have forwarded to you via email, the authorization from Kain Investments LLC for Ralph E Swanson to represent their interest in the subject property, a map depicting the area being amended and the revised legal description.

Finally, Spokane County Assessor's have updated their records and the subject parcel that includes the proposed zone change is now 35193.9017.



Dwight J Hume



**DESCRIPTION OF PROPOSAL:**

Change Land Use Plan map from Residential 15-30 to Neighborhood Retail and the zone from RMF to NR-35 on 4873.31 sf of said R-15-30 property.

**ADDRESS OF SITE OF PROPOSAL:** (if not assigned yet, obtain address from Public Works before submitting application)

1021, 1025 and 1029 W 9<sup>th</sup> Avenue.

**APPLICANT:**

**Name:** Kain Investments LLC C/O Ralph E. Swanson Lighthouse Properties  
**Address:** P O Box 78, Issaquah WA 98027  
**Phone (home):** **Phone (work):** 206.283.1153 ext. 1  
**Email address:** ralph@lighthouseproperties.us

**PROPERTY OWNER:**

**Name:** Same as above  
**Address:**  
**Phone (home):** **Phone (work):**  
**Email address:**

**AGENT:**

**Name:** Land Use Solutions and Entitlement C/O Dwight Hume  
**Address:** 9101 N Mt. View Lane Spokane WA 99218  
**Phone (home):** **Phone (work):** 509.435.3108  
**Email address:** dhume@spokane-landuse.com

**ASSESSOR'S PARCEL NUMBERS:**

Portion of former parcel numbers 35193.0913, 0914, 0915. (see Z17-449BLA)

**LEGAL DESCRIPTION OF SITE:**

See Attached

**SIZE OF PROPERTY:**

Approximately 4873 sf

**LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:**

Amendment to the Land Use Plan map from R-15-30 to Neighborhood Retail and the zone map from RMH to NR-35.

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## Revised Legal Description

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(9<sup>th</sup> and Monroe LLC Map Amendment Residential 15-30 to Neighborhood Retail)

That portion of Lots 6-8 Block 1, McIntosh Addition as per plat recorded in Volume "A" of Plats, page 188, records of Spokane County; more particularly described as follows:

Lots 6-8 Block 1, McIntosh Addition

EXCEPT the North 118.00 ft. of the West 136.00 ft. thereof;

AND together with the north half of vacated alley adjacent to said Lots 6, 7 and 8.

Containing approximately 4873.31 square feet.

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**AFTER RECORDING RETURN TO:**

Attn: Ali Brast  
Planning & Development Services  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3333

## **Certificate of Approval of Boundary Line Adjustment**

Expiration date if not processed by County Assessor: August 22, 2018

**Approval Date:** 8/22/17

**Reference #:** Z17-449BLA

**Grantor(s):** 926 Monroe, LLC

**Site Address:** 1021, 1025, 1029 W 9<sup>th</sup> Ave

**Legal description(s) of parcel(s) BEFORE boundary line adjustment:**

**Assessor's parcel #:** 35193.0913

Lots 6, 7 and 8, Block 1, McINTOSH ADDITION, EXCEPT the West 86.50 feet thereof; AND EXCEPT the East 7.00 Feet of Lot 6;

**Assessor's parcel #:** 35193.0914

The West 86.50 feet of Lots 7 and 8, Block 1, McINTOSH ADDITION, EXCEPT the West 44.50 feet

**Assessor's parcel #:** 35193.0915

The West 44.5 feet of Lot 8, Block 1, McINTOSH ADDITION

**Assessor's parcel #:** 35193.0908

Lots 2, 3 and 4 lying Northerly of the North line of Lot 12 extended Easterly; AND all of Lot 5 and the East 7 feet of Lot 6, Block 1, McINTOSH ADDITION, AND the North Half of vacated alley lying south of and adjacent to said East 7 feet of lot 6 and all of Lot 5; AND that portion of said vacated alley lying Northerly of the North line of said Lot 12 extended Easterly and Easterly of the East line of said Lot 12 extended Northerly.

**Legal description(s) AFTER boundary line adjustment:**

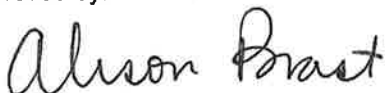
**Segregation A (addressed as 1021 W 9<sup>th</sup> Ave):**

The North 118.00 ft. of the West 136.00 ft. of Lots 6, 7 and 8, Block 1, McINTOSH ADDITION

**Segregation B (addressed as 1005 W 9<sup>th</sup> Ave):**

Lots 2, 3 and 4 lying Northerly of the North line of Lot 12 extended Easterly; AND all of Lot 5, 6, 7, and 8, Block 1, McINTOSH ADDITION TOGETHER WITH the North Half of vacated alley lying south of and adjacent to the East 7 feet of Lot 6 and all of Lot 5; AND that portion of said vacated alley lying Northerly of the North line of said Lot 12 extended Easterly and Easterly of the East line of said Lot 12 extended Northerly; EXCEPT the West 136.00 ft. of the North 118.00 ft. of said Lots 6, 7 and 8;

Approved by:



Alison Brast, Planning & Development Services

**NOTE: Development of this property may be subject to conditions from other City departments.**

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# Spokane County Assessor

Real Property Segregation Division

1116 West Broadway Avenue

Spokane, Washington 99260

Phone: (509) 477.3698

Fax: (509) 477-2093

Email: ASSRSEG@Spokanecounty.org

## Segregation Request Summary

<b>Seg Number</b>	<b>20170403</b>	<b>Seg Category</b>	Sale/Development
<b>Seg Status</b>	Submitted	<b>Seg Type</b>	Boundary Line Adjustment
<b>Seg Status Reason</b>			

### Applicant Information

<b>Applicant Is</b>	Owner	<b>Deputy ID</b>	PPADEN
<b>Name</b>	DWIGHT HUME		
<b>Address</b>	9101 N MT VIEW LN, SPOKANE, WA, 99218		
<b>Phone</b>	(509) 435-3108	<b>Work Phone</b>	(509) 477-5902
		<b>Fax</b>	
<b>Email</b>			

### Segregation Information Checks

<b>Pending Segs</b>	NO	<b>Taxes Owed</b>	NO	<b>TCA Multiple</b>	NO
<b>Multiple Owners</b>	NO	<b>Res Impr</b>	YES	<b>Pending Excises</b>	NO
<b>Related Prop</b>	NO	<b>Comm Impr</b>	NO		
<b>Annexations</b>	NO	<b>Exemptions</b>	NO		

### Parcel Information

<b>Number of Existing Parcels:</b>	4	<b>Current Parcels</b>	35193.0908
<b>Number of New Parcels</b>	2		35193.0913
			35193.0914
<b>Segregation Notes</b>			35193.0915

If Segregation Request is in Pending status, missing requirements must be met within 30 days or the Segregation Request will be terminated from the Assessors Database!!!

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# Comprehensive Plan or Land Use Code Amendment

## Application

### DESCRIPTION OF THE PROPOSED AMENDMENT Please check the appropriate box(es):

*(Inconsistent Amendments will only be processed every other year beginning in 2005.)*

- |   |   |
|---|---|
| <input type="checkbox"/> Comprehensive Plan Text Change | <input checked="" type="checkbox"/> Land Use Designation Change |
| <input type="checkbox"/> Regulatory Code Text Change    | <input type="checkbox"/> Area-wide Rezone                       |

**Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your application's chances of being reviewed during this amendment cycle.**

#### 1. General Questions (for all proposals):

- a. Describe the nature of the proposed amendment and explain why the change is necessary.

*The proposed amendment incorporates the remaining 4873 sf of property owned by the applicant and currently designated Residential 15-30. The balance of the applicants ownership is adjacent to the east along 9<sup>th</sup> Avenue and to the south along 10<sup>th</sup> Avenue and consist of 80,150 sf of Neighborhood Retail. This will adjust the NR designation and make allof the applicant's ownership one designation and zone.*

- b. How will the proposed change provide a substantial benefit to the public?

*The subject property adjoins the "backside" of the existing businesses. Heretofore there has been a substandard area zoned NR-35 that has been used for parking and access to the back of these retail buildings. The applicant was the former owner of the adjacent RMF property and recently sold the same after a BLA was approved that reduced the size of that land area and left this added 4873 sf. With this properly zoned to NR-35, the parking can be improved to current development standards. As such, more on-site parking can be provided for employees, enabling more parking on site and on the street.*

- c. Is this application consistent or inconsistent with the Comprehensive Plan goals, objectives and policies? Describe and attach a copy of any study, report or data, which has been developed that supports the proposed change and any relevant conclusions. If inconsistent please discuss how the analysis demonstrates that changed conditions have occurred which will necessitate a shift in goals and policies.

*The proposed map amendment is consistent with LU 1.6 which directs new retail use to NC designated on the map. In this case, we are adjusting a boundary of an existing designated center to enable proper development of this 4873 sf remainder.*

- d. Is this application consistent or inconsistent with the goals and policies of state and federal legislation, such as the Growth Management Act (GMA) or environmental regulations? If inconsistent, describe the changed community needs or priorities that justify such an amendment and provide supporting documents, reports or studies.

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*It does not significantly affect existing policy or designations of the adopted comprehensive plan. This adopted plan must be in compliance with applicable state and federal guidelines and policies, therefore, this amendment is in compliance as well.*

- e. Is this application consistent with the Countywide Planning Policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the Regional please describe the changed regional needs or priorities that justify such an amendment and provide supporting documents, reports or studies.

*Yes, for the same reasons as stated above under subsection "d".*

- f. Are there any infrastructure implications that will require financial commitments reflected in the Six-Year Capital Improvement Plan?

*No, the future improvements will be on site and do not generate any need for off-site capital improvements.*

- g. Will this proposal require an amendment to any supporting documents, such as development regulations, Capital Facilities Program, Shoreline Master Program, Downtown Plan, critical areas regulations, any neighborhood planning documents adopted after 2001, or the Parks Plan? If yes, please describe and reference the specific portion of the affected plan, policy or regulation.

*No amendments will be required.*

- h. If this proposal is to modify an Urban Growth Area (UGA) boundary, please provide a density and population growth trend analysis. Changes to the Urban Growth Area may occur only every five years and when the Board of County Commissioners (BoCC) reviews all UGA's countywide. N/A

## **2. For Text Amendments:**

- a. Please provide a detailed description and explanation of the proposed text amendment. Show proposed edits in "line in/line out" format, with text to be added indicated by underlining, and text to be deleted indicated with ~~strikeouts~~.
- b. Reference the name of the document as well as the title, chapter and number of the specific goal, policy or regulation proposed to be amended/added.

## **3. For Map Change Proposals:**

- a. Attach a map of the proposed amendment site/area, showing all parcels and parcel numbers.  
*See enclosed maps on file.*
- b. What is the current land use designation?  
*Residential 15-30*
- c. What is the requested land use designation?  
*Neighborhood Retail*
- d. Describe the land uses surrounding the proposed amendment site (land use type, vacant/occupied, etc.)

*North: Residential and apartments; West: Residential; South and East: Neighborhood Retail*

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## MEMORANDUM

## PLANNING AND DEVELOPMENT

Date: May 4, 2018

To: Tirrell Black, Associate Planner

*EWB*

From: Eldon Brown, P.E., Principal Engineer – Development Services

Subject: **Proposed amendment of Land Use Plan Map from Residential 15-30 Land Use to Neighborhood Retail Land Use; if approved, with concurrent change to zoning map from RMF (Residential Multifamily) to NR-35 (Neighborhood Retail).**

Applicant: Kain Investments LLC

Agent: Dwight Hume, Land Use Solutions and Entitlement

File No.: Z17-623COMP, Kain Investments LLC

A review of the subject proposal has been completed and the following comments are offered:

1. There is an eight inch sanitary sewer main in 9<sup>th</sup> Avenue that serves this general area. Future development applications will need to be reviewed to determine the sizing of new and the adequacy of the existing sewer.
2. There is a 6-inch water main in 9<sup>th</sup> Avenue that serve this general area. Future development applications will need to be reviewed to determine the sizing of new and the adequacy of existing distribution mains.
3. Compliance to SMC 17.060D Stormwater Facilities is required and will be reviewed at the time of development application(s).
4. The transportation system is adequate for present uses. Future development applications will be reviewed to determine the adequacy of the transportation system at that time. Traffic Impact Fees or street system improvements may be required.

EWB/eb

Cc: Developer Services file  
Kris Becker, P. E., Permit Center Manager  
Patty Kells, Traffic Engineering Assistant  
Mike Nilsson, P.E., Development Services

## Agency Comment





## Spokane Tribe of Indians

April 30, 2018

Tirrell Black  
Planner

**RE: File No, Z17-624COMP**

Ms. Black:

Thank you, for allowing the Spokane Tribe of Indians the opportunity to comment on your undertaking is greatly appreciated.

We are hereby in consultation for this project.

As I understand that this is change to zoning map from RMF to NR-35, it's unlikely that the project will impact any cultural resources in the proposed area.

This letter is your notification that your project has been cleared, and your project may move forward.

As always, if any artifacts or human remains are found upon inadvertent discovery, this office should be immediately notified and the work in the immediate area cease.

Should additional information become available our assessment may be revised.

Again thank you for this opportunity to comment and consider this a positive action that will assist in protecting our shared herritage.

If questions arise, please contact me at (509) 258 – 4315.

Sincerely,

Randy Abrahamson  
Tribal Historic Preservation Officer (T.H.P.O.)

## **SEPA (State Environmental Policy Act) Determination**

## NONPROJECT DETERMINATION OF NONSIGNIFICANCE

**FILE NO(S):** Z17-623COMP

**PROPONENT:** 9<sup>th</sup> & Monroe LLC

**DESCRIPTION OF PROPOSAL:** Change a portion of one parcel (35193.9017) from "Residential 15-30 Land Use" and RMF zoning to "Neighborhood Retail Land Use" and NR-35 zoning (same as adjacent commercial Ace Hardware and Huckleberry's). The subject portion is approximately 6 feet in width on east edge and 22 feet in width on south edge of parcel (approximately 4,783 square feet or 0.11 acre). No specific development proposal is being approved at this time.

**LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:** The site address is 1005 W 9<sup>th</sup> Avenue; located on a portion of one parcel (35193.9017) located at West 9th Avenue and South Madison Street along the boundary between parcel 35193.9017 and 35193.9016.

Legal Description: That portion of Lots 6-8 Block 1, McIntosh Addition as per plat recorded in Volume "A" of Plats, page 188, records of Spokane County; more particularly described as follows:

The S. 14.25 ft. of Lots 6, 7 and 8. Together with the E. 13.17 ft. of the N. 118.00' of said Lot 6 and together with the north half of vacated alley adjacent to said Lots 6, 7 and 8. Containing approximately 4873.31 square feet.

**LEAD AGENCY:** City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- [ ] There is no comment period for this DNS.
- [ ] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- [ X ] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 5 p.m. on September 11, 2018 if they are intended to alter the DNS.

\*\*\*\*\*

**Responsible Official:** Heather Trautman

**Position/Title:** Director, Planning Services **Phone:** (509) 625-6300

**Address:** 808 W. Spokane Falls Blvd., Spokane, WA 99201

**Date Issued:** August 28, 2018

**Signature** 

\*\*\*\*\*

**APPEAL OF THIS DETERMINATION**, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on September 18, 2018 (21 days from the date of the signing of this DNS). This appeal must be on forms provided by the Responsible Official, make specific factual objections, and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

\*\*\*\*\*

## Environmental Checklist

File No. \_\_\_\_\_

### **Purpose of Checklist:**

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

### **Instructions for Applicants:**

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

### **Use of checklist for nonproject proposals:**

Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

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## A. BACKGROUND

1. Name of proposed project, if applicable: 9<sup>th</sup> and Monroe LLC Map Amendment
2. Name of applicant: 9<sup>th</sup> and Monroe LLC c/o Ralph E Swanson
3. Address and phone number of applicant or contact person: Dwight J Hume agent; 9101 N mt. View Lane Spokane WA 99218 509.435.3108
4. Date checklist prepared: October 20, 2017
5. Agency requesting checklist: Division of Planning
6. Proposed timing or schedule (including phasing, if applicable): Upon Approval
7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. Yes, parking improvements would be completed within this portion of the proposal for retail employees.  
b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain. Yes, the adjacent land to the south and east is the applicants and is commonly known as Huckleberry's and Ace Hardware.
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to his proposal. None
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. Yes, the adjacent northerly property is being developed as a 9 unit apartment site with removal of the three existing residential structures. A common access easement is proposed from Madison to 9<sup>th</sup> Avenue through that project for joint use of the renters and future retail parking.

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10. List any government approvals or permits that will be needed for your proposal, if known. Annual Map and zone change by City Council action. Future parking improvements reviewed by Traffic and Planning Services.

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11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. The map amendment simply adds 14.25' of NR-35 zoning to the existing NR-35 zone along the northerly boundary of Huckleberry's and 6.31' of NR-35 zoning to the westerly border of Ace Hardware. Parking would then be provided upon approval of the request. The adjacent northerly property is currently being converted to a new 9 unit apartment building within the RMH zone.

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12. Location of the proposal. Give sufficient information to a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist. The proposal is accessed from Madison between 9<sup>th</sup> and 10<sup>th</sup> Avenue and/or mid-block on 9<sup>th</sup>. As stated above, immediately north of Huckleberry's and west of Ace Hardware.

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13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.) The City of Spokane

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14. The following questions supplement Part A.

a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

- (1) Describe any systems, other than those designed for the disposal of sanitary waste, installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of

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material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).

**Non-Project application. To be determined at time of construction.** \_\_\_\_\_

\_\_\_\_\_

- (2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

**No** \_\_\_\_\_

\_\_\_\_\_

- (3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

**Non-Project application. To be determined at time of construction** \_\_\_\_\_

\_\_\_\_\_

- (4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

**Non-Project application. To be determined at time of construction** \_\_\_\_\_

\_\_\_\_\_

b. Stormwater

- (1) What are the depths on the site to groundwater and to bedrock (if known)?

**Unknown** \_\_\_\_\_

\_\_\_\_\_

- (2) Will stormwater be discharged into the ground? If so, describe any potential impacts?

**Yes, storm drainage form hard surface improvements to approved swales if applicable.** \_\_\_\_\_

\_\_\_\_\_

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TO BE COMPLETED BY APPLICANT

**B. ENVIRONMENTAL ELEMENTS**

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**1. Earth**

- a. General description of the site (circle one): **flat**, rolling, hilly, steep slopes, mountains, other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- b. What is the steepest slope on the site (approximate percent slope)? **None** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland. **Non-Project application. To be determined at time of construction** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. **No** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill: **Non-Project application. To be determined at time of construction** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. **No** \_\_\_\_\_  
\_\_\_\_\_
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example,

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asphalt or buildings)? Approximately 80% would be impervious.

- h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: Non-Project application. To be determined at time of construction

## 2. Air

- a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known. During construction, equipment and grading; after construction ingress and egress of vehicles.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. No

- c. Proposed measures to reduce or control emissions or other impacts to air, if any: Dust abatement and paving

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Only

## 3. Water

- a. SURFACE:

- (1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

No

- (2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. No

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- (3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (5) Does the proposal lie within a 100-year floodplain? \_\_\_\_ If so, note location on the site plan.

No \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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b. GROUND:

- (1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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- (2) Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve.

None

c. WATER RUNOFF (INCLUDING STORMWATER):

- (1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Non-Project application. To be determined at time of construction

- (2) Could waste materials enter ground or surface waters? If so, generally describe.

Non-Project application. To be determined at time of construction

- d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water impacts, if any.

Non-Project application. To be determined at time of construction

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#### 4. Plants (subject property is void of vegetation)

- a. Check or circle type of vegetation found on the site:

\_\_\_\_\_ Deciduous tree: *alder, maple, aspen, other.*

\_\_\_\_\_ Evergreen tree: *fir, cedar, pine, other.*

\_\_\_\_\_ Shrubs

\_\_\_\_\_ Grass

\_\_\_\_\_ Pasture

\_\_\_\_\_ Crop or grain

\_\_\_\_\_ Wet soil plants, *cattail, buttercup, bullrush, skunk cabbage,*

*other.*

\_\_\_\_\_ Water plants: *water lilly, eelgrass, milfoil, other.*

\_\_\_\_\_ Other types of vegetation.

- b. What kind and amount of vegetation will be removed or altered? N/A \_\_\_\_\_

- c. List threatened or endangered species known to be on or near the site. Unknown \_\_\_\_\_

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: Non-Project application. To be determined at time of construction \_\_\_\_\_

#### 5. Animals

- a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:

birds: *hawk, heron, eagle, **songbirds**, other.* \_\_\_\_\_

mammals: *deer, bear, elk, beaver, other.* \_\_\_\_\_

fish: *bass, salmon, trout, herring, shellfish, other.* \_\_\_\_\_

other: \_\_\_\_\_

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- b. List any threatened or endangered species known to be on or near the site.

Unknown

- c. Is the site part of a migration route? If so, explain.

No

- d. Proposed measures to preserve or enhance wildlife, if any:

None

## 6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. None expected, parking is only anticipated use.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. No

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

None

## 7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. No

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- (1) Describe special emergency services that might be required.  
**Non-Project application. To be determined at time of construction** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (2) Proposed measures to reduce or control environmental health hazards, if any:  
**Non-Project application. To be determined at time of construction** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. NOISE:

- (1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?  
**Existing residential and retail traffic.** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- (2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

**Short Term, grading and paving equipment; long term, traffic noise** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (3) Proposed measure to reduce or control noise impacts, if any:  
**None** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**8. Land and shoreline use**

- a. What is the current use of the site and adjacent properties?  
**Residential and retail adjacent to subject proposal.** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- b. Has the site been used for agriculture? If so, describe. **No** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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- c. Describe any structures on the site. Subject portion is vacant
- d. Will any structures be demolished? If so, which? No
- e. What is the current zoning classification of the site? RMF
- f. What is the current comprehensive plan designation of the site? Residential 15-30
- g. If applicable, what is the current shoreline master program designation of the site?  
N/A
- h. Has any part of the site been classified as a critical area? If so, specify. Unknown
- i. Approximately how many people would reside or work in the completed project?  
N/A
- j. Approximately how many people would the completed project displace? None
- k. Proposed measures to avoid or reduce displacement impacts, if any: None
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:  
Compliance with applicable development standards

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**9. Housing (N/A)**

- a. Approximately how many units would be provided, if any?  
Indicate whether high, middle or low-income housing. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- b. Approximately how many units, if any, would be eliminated?  
Indicate whether high-, middle- or low-income housing. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. Proposed measures to reduce or control housing impacts, if  
any: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. Aesthetics (N/A)**

- a. What is the tallest height of any proposed structure(s), not  
including antennas; what is the principal exterior building  
material(s) proposed? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- b. What views in the immediate vicinity would be altered or  
obstructed? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. Proposed measures to reduce or control aesthetic impacts,  
if any: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11. Light and Glare**

- a. What type of light or glare will the proposal produce? What  
time of day would it mainly occur? **Non-Project**  
**application. To be determined at time of construction** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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- b. Could light or glare from the finished project be a safety hazard or interfere with views? **No, lighting would be downcast and indirect to surrounding land use.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. What existing off-site sources of light or glare may affect your proposal? **No affects** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- d. Proposed measures to reduce or control light and glare impacts, if any: **See "b" above** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 12. Recreation (N/A)

- a. What designated and informal recreational opportunities are in the immediate vicinity? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- b. Would the proposed project displace any existing recreational uses? If so, describe. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 13. Historic and cultural preservation (N/A)

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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- c. Proposed measures to reduce or control impacts, if any:  
**Non-Project application. To be determined at time of construction**

#### 14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any. **Monroe to 9<sup>th</sup> and/or 10<sup>th</sup> west to Madison.**
- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop? **N/A**
- c. How many parking spaces would the completed project have? How many would the project eliminate? **Non-Project application. To be determined at time of construction**
- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including driveways? If so, generally describe (indicate whether public or private). **No**
- e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. **N/A**
- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur. **Non-Project application. To be determined at time of construction**

(Note: to assist in review and if known indicate vehicle trips during PM peak, AM Peak and Weekday (24 hours).)

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- g. Proposed measures to reduce or control transportation impacts, if any: Limited access to and from improved driveways at Madison and 9<sup>th</sup> Avenue. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**15. Public services**

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe. No \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- b. Proposed measures to reduce or control direct impacts on public services, if any: None \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**16. Utilities**

- a. Circle utilities currently available at the site: *electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.* All utilities are available \_\_\_\_\_
- b. Describe the utilities that are proposed for the project, the utility providing the service and the general construction activities on the site or in the immediate vicinity which might be needed. None \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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### C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 10-30-17

Signature: 

**Please Print or Type:**

Proponent: Dwight J Hume

Address: 9101 N Mt. View Lane

Spokane WA 99218

Phone: \_\_\_\_\_

509.435.3108

Person completing  
form (if different  
from proponent): Same

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

#### FOR STAFF USE ONLY

Staff member(s) reviewing checklist: \_\_\_\_\_

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☐ A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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**D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS**  
**(Do not use this sheet for project actions)**

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage or release of toxic or hazardous substances; or production of noise?

**No impacts, parking and access only**

---

---

---

Proposed measures to avoid or reduce such increases are:

**None**

---

---

---

2. How would the proposal be likely to affect plants, animals, fish or marine life?

**No impacts**

---

---

---

Proposed measures to protect or conserve plants, animals, fish or marine life are:

**None**

---

---

---

3. How would the proposal be likely to deplete energy or natural resources?

**None**

---

---

---

Proposed measures to protect or conserve energy and natural resources are:

**None**

---

---

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4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?

**No imoact, within existing urban environment** \_\_\_\_\_

\_\_\_\_\_

Proposed measures to protect such resources or to avoid or reduce impacts are:

**None** \_\_\_\_\_

\_\_\_\_\_

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

**Minimal impact as the adjacent uses are parking, apartments and retail**

\_\_\_\_\_

Proposed measures to avoid or reduce shoreline and land use impacts are:

**Non-Project application. To be determined at time of construction**

\_\_\_\_\_

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

**None** \_\_\_\_\_

\_\_\_\_\_

Proposed measures to reduce or respond to such demand(s) are:

**None** \_\_\_\_\_

\_\_\_\_\_

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

**None** \_\_\_\_\_

\_\_\_\_\_

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C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency may withdraw any Determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 10-30-17 Signature: DJ Hume

**Please Print or Type:**

Proponent: Dwight J Hume Address: 9101 N Mt.View Lane

Phone: 509.435.3108 Spokane WA 99218

Person completing form (if different from proponent): SAME

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**FOR STAFF USE ONLY**

Staff member(s) reviewing checklist: \_\_\_\_\_

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- A. ☐ there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- B. ☐ probable significant adverse impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- C. ☐ there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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## **Public Comment**





**Agenda Sheet for City Council Meeting of:**  
10/29/2018

<b>Date Rec'd</b>	10/15/2018
<b>Clerk's File #</b>	ORD C35689
<b>Renews #</b>	

<b>Submitting Dept</b>	PLANNING	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	TIRRELL BLACK 625-6185	<b>Project #</b>	
<b>Contact E-Mail</b>	TBLACK@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0650 - UHAUL LAND USE PLAN MAP AMENDMENT		

**Agenda Wording**

UHaul is to amend the land use plan map for 10.86 acres from "office" to "general commercial" in the vicinity of Sunset Highway & S. Rustle St.; the site is addressed at 1616 S. Rustle Street.

**Summary (Background)**

AN ORDINANCE RELATING TO APPLICATION MADE BY U HAUL, PLANNING FILE #Z17-624COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "OFFICE" TO "COMMERCIAL" FOR APPROXIMATELY 10.76 ACRES TOTAL DESCRIBED AS: THOSE PORTIONS OF BLOCK 4 AND 5, GARDEN SPRINGS ADDITION TO SPOKANE, LYING SOUTH OF SUNSET BOULEVARD; ALL OF BLOCKS 8 AND 9, GARDEN SPRINGS ADDITION;

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

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

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	TRAUTMAN, HEATHER	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	TRAUTMAN, HEATHER	<b><u>Other</u></b>	Plan Commission Mtg
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	RICHMAN, JAMES	tblack@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	htrautman@spokanecity.org	
<b><u>Additional Approvals</u></b>		dkinder@spokanecity.org	
<b><u>Purchasing</u></b>		sbishop@spokanecity.org	



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

**Agenda Wording**

**Summary (Background)**

THOSE PORTIONS OF THE VACATED 5TH AVE BETWEEN ASSEMBLY ST AND RUSTLE ST; THOSE PORTIONS OF THE VACATED BEMIS ST BETWEEN SUNSET BOULEVARD AND THE INTERSTATE; AND THOSE PORTIONS OF BLOCK F OF THE ABERNETHY TRACT ADDITION LYING NORTH OF THE RAMP OF THE INTERSTATE; AND AMENDING THE ZONING MAP FROM "OFFICE (O-70)" TO "GENERAL COMMERCIAL (GC-70)."

**Fiscal Impact**

Select \$

Select \$

**Budget Account**

#

#

**Distribution List**


## ORDINANCE C35689

AN ORDINANCE RELATING TO APPLICATION MADE BY U HAUL, PLANNING FILE #Z17-624COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "OFFICE" TO "COMMERCIAL" FOR APPROXIMATELY 10.76 ACRES TOTAL DESCRIBED AS: THOSE PORTIONS OF BLOCK 4 AND 5, GARDEN SPRINGS ADDITION TO SPOKANE, LYING SOUTH OF SUNSET BOULEVARD; ALL OF BLOCKS 8 AND 9, GARDEN SPRINGS ADDITION; THOSE PORTIONS OF THE VACATED 5<sup>TH</sup> AVE BETWEEN ASSEMBLY ST AND RUSTLE ST; THOSE PORTIONS OF THE VACATED BEMIS ST BETWEEN SUNSET BOULEVARD AND THE INTERSTATE; AND THOSE PORTIONS OF BLOCK F OF THE ABERNETHY TRACT ADDITION LYING NORTH OF THE RAMP OF THE INTERSTATE; AND AMENDING THE ZONING MAP FROM "OFFICE (O-70)" TO "GENERAL COMMERCIAL (GC-70)."

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z17-624COMP was timely submitted to the City for consideration during the City's 2017/2018 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z17-624COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Office" to "Commercial" for 10.76 acres of the subject properties. If approved, the implementing zoning designation requested is "General Commercial (GC-70)"; and

WHEREAS, staff requested comments from agencies and departments on April 20, 2018, and a public comment period ran from May 29, 2018 to July 27, 2018; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on September 19, 2018; and

WHEREAS, the Spokane City Plan Commission held a substantive workshop regarding the proposed Comprehensive Plan amendment on June 19, 2018; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 28, 2018 for the Comprehensive Land Use Plan Map and Zoning Map changes (“DNS”). The public comment period for the SEPA determination ended on September 11, 2018; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the September 12 2018 Plan Commission Public Hearing was published on August 29, 2018 and September 5, 2018; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor’s record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on August 29, 2018; and

WHEREAS, the staff report for Application Z17-624COMP reviewed all the criteria relevant to consideration of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on September 12, 2018 for the Application Z17-624COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z17-624COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 9 to 1 to recommend approval of Application Z17-624COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z17-624COMP is approved.
2. Amendment of Land Use Map. The Spokane Comprehensive Plan Land Use Plan Map is amended from “Office” to “Commercial” for 10.76 acres, as shown in Exhibit A.
3. Amendment of Zoning Map. The City of Spokane Zoning Map is amended from “Office (O-70)” to “General Commercial (GC-70)” for this same area, as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2018.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

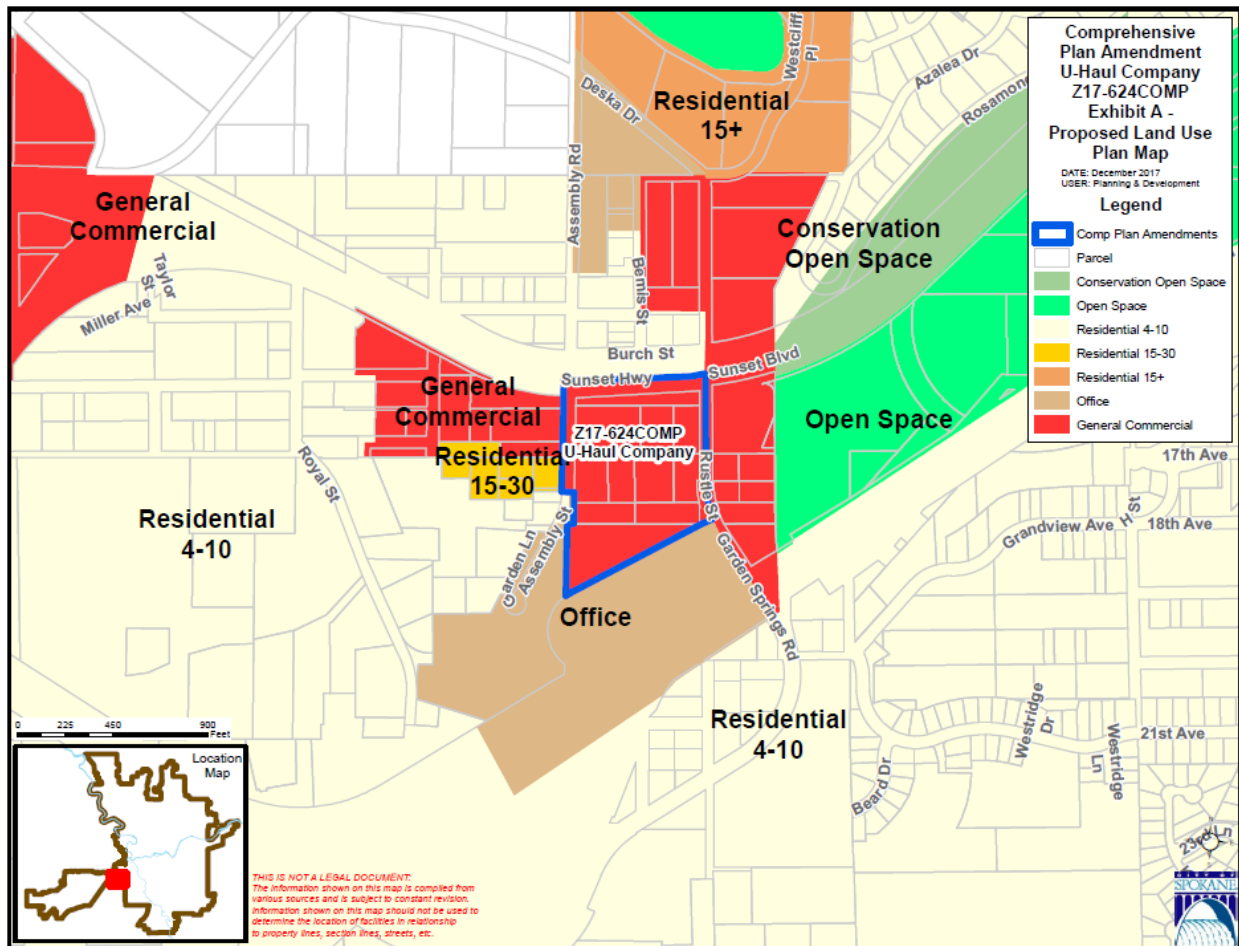
\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

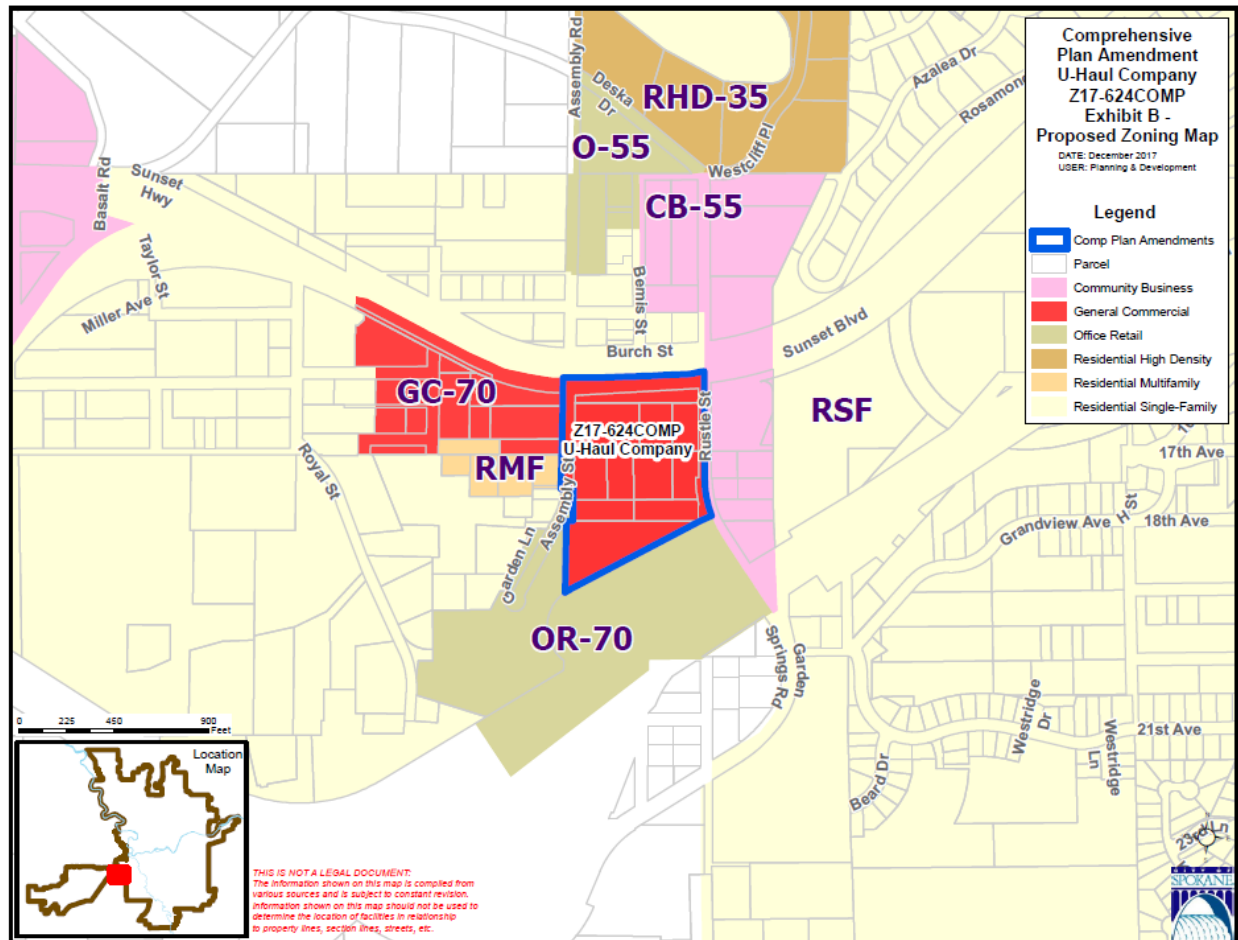
\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

# Exhibit A



# Exhibit B



## **Plan Commission Findings**



**Spokane Plan Commission Findings of Fact, Conclusions,  
and Recommendations on the Comprehensive Plan Land Use  
Plan Map Amendment File No. Z2017-624COMP  
(U-HAUL COMPANY)**

**A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the Comprehensive Plan Amendment application seeking to amend the land use plan map designation from “Office” to “General Commercial” for a 10.76 acre area located at the south of Sunset Highway/US Highway 2 and west of S. Rustle Street. The implementing zoning designation requested is to change to General Commercial with a 70-foot height limit (GC-70).**

**FINDINGS OF FACT:**

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).
- B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.
- C. Amendment application Z2017-624COMP (the “Application”) was timely submitted for review during the City’s 2017/2018 amendment cycle.
- D. The Application seeks to amend the land use designation for a 10.76 acre area of land comprised of twelve tax parcels located at the intersection of Sunset Highway / US Highway 2 and S. Rustle Street, near the Garden Springs off ramp from I-90 in western Spokane (the “Property”), from “Office” to “General Commercial” with a corresponding change in zoning to General Commercial with a 70-foot height limit (GC-70).
- E. Traffic flow maps show that I-90 carries 79,100 trips per day, Sunset Highway carries 11,600 trips per day, and Rustle Street carries 3,400 trips per day.
- F. Annual amendment applications are subject to a threshold review process to determine whether the applications will be included in the City’s Annual Comprehensive Plan Amendment Work Program.
- G. On February 7, 2018, an Ad Hoc City Council Committee reviewed the applications that had been timely submitted, and forwarded its recommendation to City Council regarding the applications.
- H. On March 26, 2018, the City Council adopted Resolution RES2018-0021 establishing the 2018 Comprehensive Plan Amendment Work Program, and including the Application in the Work Program.

- I. Thereafter, on April 20, 2018, staff requested comments from agencies and departments. No adverse comments were received from agencies or departments regarding the Application.
- J. A public comment period ran from May 28, 2018 to July 27, 2018 which provided a 60 day public comment period. The City did not receive any negative comments regarding the Application.
- K. On May 3, 2017, the Community Assembly received a presentation regarding the 2018 Comprehensive Plan Amendment Work Program and the Application, and has been provided with information regarding the dates of Plan Commission workshops and hearings.
- L. On July 11, 2018, the Spokane City Plan Commission held a workshop to study the Application.
- M. On August 28, 2018, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Comprehensive Land Use Plan Map and Zoning Map changes, including the Application. The deadline to appeal the SEPA determination was September 11, 2018.
- N. On September 19, 2018, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.
- O. On August 29 and September 5, 2018, the City caused notice to be published in the Spokesman Review providing notice of the SEPA Checklist and Determination of Non-Significance, the Comprehensive Plan Land Use Map amendment, and announcing the September 12, 2018 Plan Commission Public Hearing.
- P. On August 29, 2018, Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property.
- Q. Prior to the Plan Commission hearing, staff prepared a report addressing SEPA and providing staff's analysis of the merits of the Application, copies of which were circulated as prescribed by SMC 17G.020.060B.8. Staff's analysis of the Application was generally favorable and suggested the Plan Commission's recommendation on the application may be contingent on the Plan Commission's interpretation of the legislative intent around Comprehensive Plan Policies.
- R. On September 12, 2018, the Plan Commission held a public hearing on the Application, and deliberations were continued to the Commission's September 26, 2018 meeting.
- S. Nobody testified in opposition to the Application, and the City did not receive any adverse comments from the public or otherwise regarding the

Application. A neighboring property owner testified in support of the Application.

- T. As a result of the City's efforts, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.

- U. Comprehensive Plan Chapter 2, Implementation, Section 2.3 provides:

This section establishes a process to ensure the Plan functions as a living document, advancing the long range vision for the community, while also being responsive to changing conditions. The intended outcomes of these matrices are:

\* \* \* \*

Ensure the Plan is a living document, capable of responding to changing conditions and expanding information.

- V. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the Application (the "Staff Report").

## **CONCLUSIONS:**

Based upon the application materials, technical studies, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented regarding the Application File No. Z2017-621COMP, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

1. The Application was timely submitted and added to the 2018 Annual Comprehensive Plan Amendment Work Program, and the final review application was submitted as provided in SMC 17G.020.050(D).
2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.
3. The Application is consistent with the goals and purposes of GMA.
4. Any potential infrastructure implications associated with the Application will either be mitigated through projects reflected in the City's relevant six-year capital improvement plans or through enforcement of the City's development regulations at time of development.

5. As outlined in above in the Findings of Fact, the Application is internally consistent within the meaning of SMC 17G.020.030E.
6. The Application is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.
7. The Application has been considered simultaneously with the other proposals included in the 2018 Annual Comprehensive Plan Amendment Work Program in order to evaluate the cumulative effect of all the proposals.
8. SEPA review was completed for the Application, and pursuant to SEPA, any adverse environmental impacts associated with the Application will be mitigated by enforcement of the City's development regulations.
9. The Application will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.
10. The Application proposes a land use designation that is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.). The Property is surrounded by commercially zoned properties on the east and west, and by Sunset Hwy/US Highway 2 on the north, and Interstate 90 and its Garden Spring off ramp on the south, making it situated for the commercial use anticipated by the Application. To the extent LU 1.8 is applicable to the Application, the Application is consistent with the intent of the exceptions to LU 1.8 which the Plan Commission believes are to allow the extension of commercial areas in limited situations where the property is adjacent to high traffic roadways carrying more than 20,000 trips per day, and when the extension will not impact residential areas.
11. The proposed map amendment and site is suitable for the proposed designation.
12. The map amendment would implement applicable comprehensive plan policies better than the current map designation.

## **RECOMMENDATIONS:**

In the matter of Z2017-624COMP, a request by Taud Hume, Parsons/Burnett/Bjordahl/Hume, LLP, on behalf of Mr. Manny Mendez, U-Haul Company, to change the land use plan designation on approximately 10.76 acres

of land from "Office" to "General Commercial" with a corresponding change of the implementing zoning to GC-70 (General Commercial 70-foot height limit), as based upon the above listed findings and conclusions, by a vote of 9 to 1, the Plan Commissions recommends to City Council the APPROVAL of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan, and authorized the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the Application.

A handwritten signature in black ink, reading "Dennis Dellwo", written over a horizontal line.

**Dennis Dellwo, President**  
**Spokane Plan Commission**  
October 10, 2018

## **Staff Report**

**STAFF REPORT ON COMPREHENSIVE PLAN  
LAND USE AMENDMENT APPLICATION  
10.76 acres south of Sunset Highway; 1616 S Rustle Street; FILE NO. Z17-624COMP**

**I. SUMMARY OF REQUEST AND RECOMMENDATIONS:**

**DESCRIPTION OF PROPOSAL:**

This proposal is to amend the Comprehensive Plan land use map designation of twelve parcels from “Office” to “Commercial” of twelve parcels at 1616 S. Rustle Street, located south of Sunset Highway/US Highway 2 and west of S. Rustle Street. This property is currently zoned “Office” with a 70 foot height limit. If the land use plan map change is approved, the parcels would be zoned General Commercial with a 70-foot height limit and could be developed consistent with uses permitted within that zoning category. The approximate size of the proposal is 468,706 square feet (10.76 acres). No specific development proposal is being approved at this time.

**II. GENERAL INFORMATION:**

<b>Agent(s):</b>	Mr. Taudd Hume, Parsons/Burnett/Bjordahl/Hume, LLP
<b>Applicant/Property Owner(s):</b>	Mr. Manny Mendez, U-Haul Company
<b>Location of Proposal:</b>	The site address is 1616 S. Rustle Street, located south of Sunset Highway/US Highway 2 and west of S. Rustle Street.  The site consists of twelve parcels, totaling 10.76 acres in size; the parcel numbers are 25262.0901, 25262.0506, 25262.0404, 25262.0504, 25262.0502, 25262.0503, 25262.0903, 25262.0802, 25262.0803, 25262.0801, 25262.0902, 25262.2212
<b>Legal Description</b>	For Parcel 25262.0901: GARDENSPRINGS L1 THRU 4 B9; L2-3&4 SUBJ TO USA SEWER PIP ELN ESMT INC S1/2 OF VAC 17TH AVE N OF & ADJ L1 – for the full legal description of all Parcels see application.
<b>Existing Land Use Plan Designation:</b>	“Office”
<b>Proposed Land Use Plan Designation:</b>	“Commercial”
<b>Existing Zoning:</b>	O-70 (Office, 70-foot height limit)
<b>Proposed Zoning:</b>	GC-70 (General Commercial 70-foot height limit)
<b>SEPA Status:</b>	A SEPA threshold Determination of Non-Significance (DNS) was made on August 28, 2018. The appeal deadline is 5pm on September 11, 2018
<b>Enabling Code Section:</b>	SMC 17G. 020, Comprehensive Plan Amendment Procedure

<b>Plan Commission Hearing Date:</b>	September 12, 2018
<b>Staff Contact:</b>	Teri Stripes, Assistant Planner; <a href="mailto:tstripes@spokanecity.org">tstripes@spokanecity.org</a>
<b>Recommendation:</b>	Pending a policy interpretation and recommendation from the Plan Commission.

### III. BACKGROUND INFORMATION



- A. Site Description: The property consists of twelve tax parcels (44 platted lots) with a combined area of approximately 468,706 square feet (10.76 acres) at the southwest corner of Sunset Highway/US Highway 2 and Rustle Street. The property is improved in the center with an 86,304 square foot, 2 story (above ground) building. The building is surrounded on the south, north, and eastern sides by improved surface parking. The western side of the building and all the areas adjacent to the public right-of-way are primarily natural vegetation or landscaped. Overall, the site has gradual slope from the south (Interstate 90 (I-90)) to the north (Sunset Highway/US Highway 2) with the northern portion of the site being the high point. All public streets and site access are improved.

North and east of the site is commercial zoning with uses of motel, hotel, and medical.

To the west, the zoning is commercial, office, and multifamily as well as single family residential zoning with uses being hotel, office, and single family residential.



To the south is the Garden Springs I-90 off ramp and I-90.

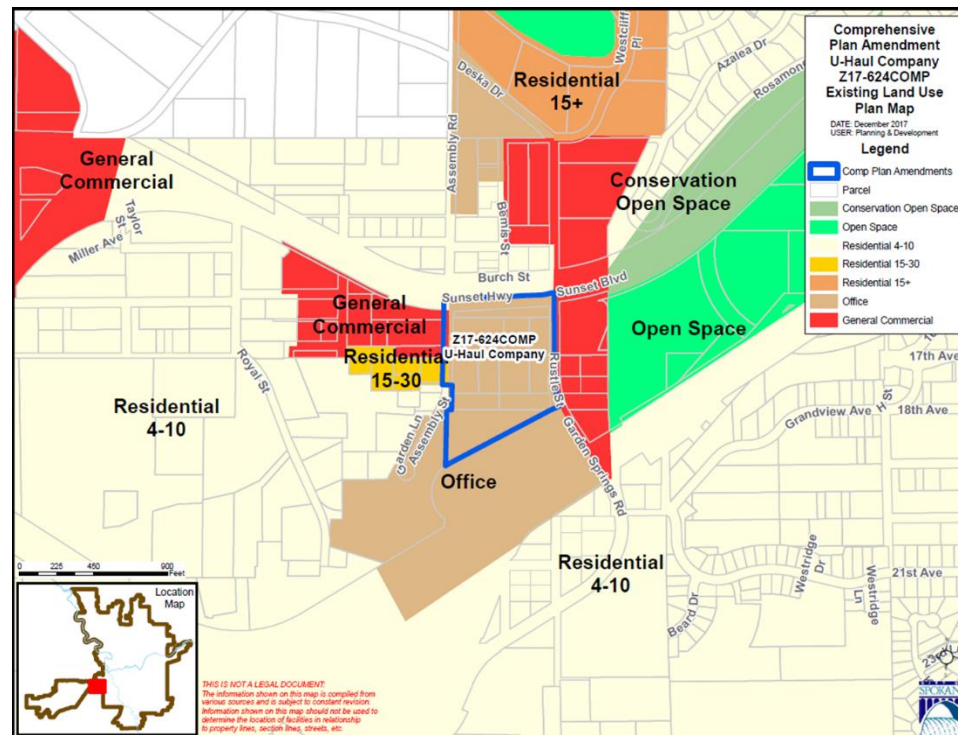
Spokane Transit has two routes (60 and 61) that service the transit stop at the corner of Rustle Street and the Sunset Highway/US Highway 2.

**Project Description:** This proposal is to amend the land use designation of twelve parcels (44 platted lots) from “Office” to “Commercial,” making their designation uniform with the land use designation of the properties to the east and west.

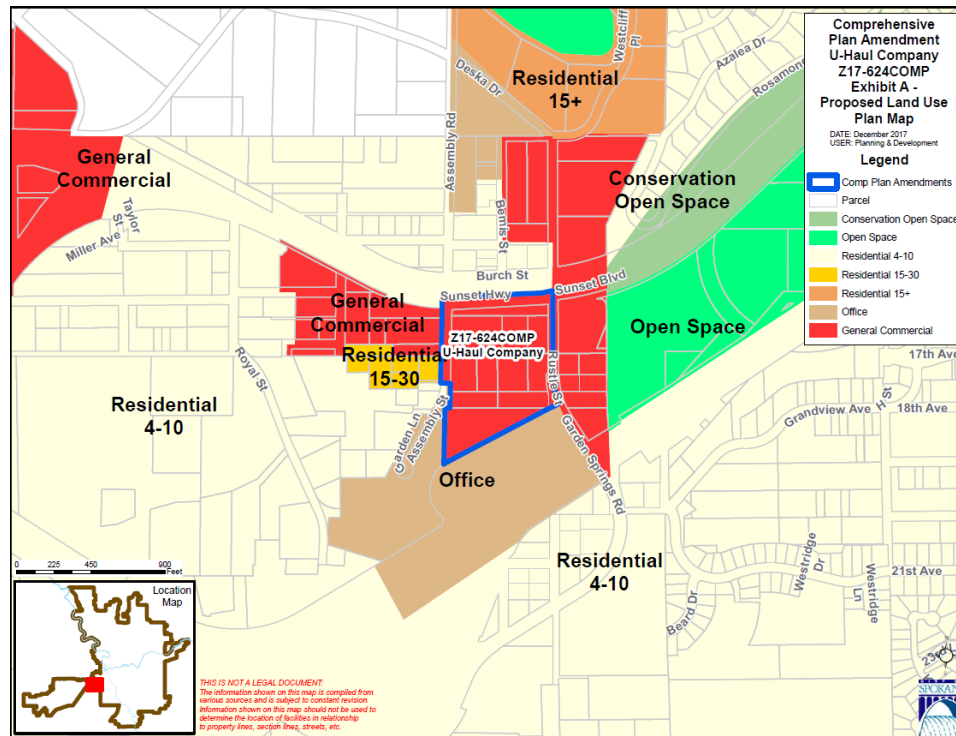
The approximate combined size of the property is 468,706 square feet (10.76 acres). If approved, the parcels will be zoned General Commercial with a 70-foot height limit and could be developed consistent with commercial business and other uses permitted within that zoning category. The Comprehensive Plan Amendment application is a non-project action; however, the applicant stated their development goals in their application. “U-Haul is proposing an adaptive reuse of the existing 86,304 SF building by converting it into a U-Haul Moving and Storage Facility. Our uses consist of self-storage, U-Haul truck and trailer sharing, and related retail sales. The interior of the building will be retrofitted to house self-storage units.”

This proposed amendment, if approved, does not bind the applicant to this stated use.

#### B. Existing Land Use Plan Map Designations



#### C. Proposed Land Use Plan Map



**D. Land Use History:**

The property is located in a section of the city annexed February 9, 1966. The zoning designation in 1975 was RI-S. In 1983, Bank of America requested that the property be rezoned from RS (Residential) to RO-L (Limited Residence Office) and that request was approved by City Council Ordinance, ORD C27084. In 1984, the building was constructed. In 2003, Bank of America requested an Administrative Zoning Determination of the entire site (File: Z03000065-AD). The determination confirmed the current zoning was RO-L (Limited Residence Office). The site zoning has remained office.

**E. Adjacent Land Use:**

North and east of the site is commercial zoning with uses of motel, hotel, and medical.

To the west, the zoning is commercial, office, and multifamily as well as single family with uses being hotel, office, and single family residential.

To the south is the Garden Springs I-90 off ramp and I-90 as well as expansive public right-of-way.

Spokane Transit has two routes (60 and 61) that service the transit stop at the corner of Rustle Street and the Sunset Highway.

**F. Applicable Municipal Code Regulations: SMC 17G.020, Comprehensive Plan Amendment Procedures.**

**G. Application Process:**

- Application was submitted on October 30, 2017 and Certified Complete on April 20,

2018;

- City Council established the Annual Comprehensive Plan Amendment Work Program for 2018 by Resolution, RES 2018-0021 on March 26, 2018;
- Applicant was provided Notice of Application on May 16, 2018;
- Notice of Application was posted, published, and mailed on May 29, 2018, which began a 60-day public comment period. The comment period ended July 27, 2018;
- The applicant made a presentation regarding the proposal to the West Hills Council on June 12, 2018.
- A SEPA Determination of Non Significance was issued on August 28, 2018;
- Notice of Public Hearing was posted and mailed by August 29, 2018;
- Notice of Public Hearing was published on August 29 and September 5, 2018;
- Hearing Date is scheduled with the Plan Commission for September 12, 2018.

#### **IV. AGENCY, INTERESTED DEPARTMENT, AND PUBLIC COMMENT**

Notice of this proposal was sent to City departments and outside agencies for their review. Department comments are included in the file. No substantive comments were received on this proposal.

As of the date of the staff report, no written public comment had been received regarding this proposal. If public comment is received, it will be included in the packets forwarded to the Plan Commission and/or City Council.

#### **V. COMPREHENSIVE PLAN AMENDMENT PROCESS GUIDING PRINCIPLES**

SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:

1. Keep the comprehensive plan alive and responsive to the community.
2. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.
3. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.
4. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.
5. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.
6. The proposed changes must result in a net benefit to the general public.

## **VI**     **REVIEW CRITERIA**

SMC Section 17.G.020.030 provides a list of considerations that are to be used, as appropriate, by applicants in developing amendment proposals, by planning staff in analyzing proposals, and by the plan commission and city council in making recommendations and decisions on amendment proposals. The applicable criteria are shown below in ***bold italic*** print. Following each criterion is staff analysis relative to the amendment requested.

### ***A. Regulatory Changes.***

***Amendments to the Comprehensive Plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.***

**Staff Analysis:** The proposal is being considered and processed in accordance with the most current regulations of the Growth Management Act, the Washington State Environmental Policy Act (SEPA) and the Spokane Municipal Code. There are no known recent state, federal or local legislative actions with which the proposal would be in conflict. Staff concludes this criterion is met.

### ***B. GMA.***

***The change must be consistent with the goals and purposes of the state Growth Management Act.***

**Staff Analysis:** Staff has reviewed and processed the proposed amendment in accordance with the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or local legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal. The proposal meets this criterion.

### ***C. Financing.***

***In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.***

**Staff Analysis:** This proposal has been reviewed by city departments responsible for providing public services and facilities. No comments have been made indicating that this proposal creates issues with any public services and facilities. Staff concludes that this criterion is met.

#### **D. Funding Shortfall.**

***If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.***

**Staff Analysis:** Staff has concluded that this criterion is not applicable to this proposal. There are no funding shortfall implications.

#### **E. Internal Consistency.**

- 1. The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.***

The applicant provided a discussion of the applicable Goals and Policies from the Comprehensive Plan which supports their request for the Land Use Plan Map Amendment. Policy 1.8 suggests that commercial uses should be contained within “existing business designations within Centers and Corridors.” The applicant contends that the existing “Office” designation of the site is a type of “business designation” and therefore the proposal meets the containment policy by expanding commercial uses into an “Office” designation. Staff does not agree with the applicant’s contention that the “Office” designation falls under the umbrella of “business designations” as set forth in LU 1.8. First, the Comprehensive Plan includes policy LU 1.5, which establishes Office uses as a distinct type of use from the wider range of larger-footprint, higher-intensity retail uses allowed under General Commercial designations, with different types of permitted uses and different siting criteria. Second, the exemption contained in LU 1.8 applies only to expansion of “an existing commercial designation (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) ...” Not only does the exemption language not mention Office uses as a type of “existing commercial designation,” it limits the applicability of the exemption to certain locations of existing retail-focused commercial uses, rather than larger areas where Office designations exist.

The exemption contained in Policy LU 1.8 allows expansion of commercial areas in specific locations adjacent to principal arterials. The policy continues to suggest that commercial use is usually located at the intersection of or in strips along principal arterial streets. The discussion recognizes that containment exceptions through a comprehensive plan amendment can be considered, when a site is

adjacent to an intersection with traffic at volumes greater than 20,000 vehicular trips a day. The U-Haul site is adjacent to Interstate-90 (I-90), at the Garden Spring off ramp. In 2003, traffic counts were as follows: I-90—79,100, Sunset Highway—11,600, and Rustle Street—3,400.

Freeways are not addressed in the exemption, and the applicant has not proposed amended policy language which would clarify the exemption to include sites within close proximity to freeways. In reviewing the proposal, the Plan Commission may make an interpretation as to whether the exemption language contained in LU 1.8 applies to the present situation of an intersection and freeway and freeway off-ramp in close proximity. Depending on the interpretation of the Plan Commission and City Council, it may be determined to be significantly inconsistent with locational criteria in LU 1.8; in that case, an amendment to the wording of Policy LU 1.8 may be required.

The site is serviced by urban utilities. The adjacent properties to the north, east, and west along Sunset Hwy/US Highway 2 are zoned commercial.

- 2. If the proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.***

**Staff Analysis:** As described in further detail in staff analysis of criterion E.1, above, the proposal's consistency with Comprehensive Plan policies regarding locational criteria for General Commercial areas is subject to interpretation of Land Use Policy LU 1.8 by the Plan Commission and City Council.

#### ***F. Regional Consistency.***

***All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.***

**Staff Analysis:** This amendment will not impact regional consistency.

#### ***G. Cumulative Effect.***

***All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.***

##### ***1. Land Use Impacts.***

***In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.***

## **2. Grouping.**

***Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.***

**Staff Analysis:** This application is being reviewed as part of the annual cycle of comprehensive plan amendments. Adjacent properties to the north, east, and west along Sunset Highway are properties zoned commercial. There are no indications that there will be adverse impacts by this action.

Staff concludes that this criterion is met.

## **H. SEPA.**

***SEPA review must be completed on all amendment proposals and is described in chapter 17E.050.***

### **1. Grouping.**

***When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.***

### **2. DS.**

***If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).***

**Staff Analysis:** The application has been reviewed in accordance with the State Environmental Policy Act (SEPA) that requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of information contained with the environmental checklist, the written comments from local and State departments and agencies concerned with land development within the city, a review of other information available to the Director of Planning Services, and in recognition of the mitigation measures that will be required by State and local development regulations at the time of development, a Determination of Non-Significance (DNS) was issued on August 28, 2018.

Staff concludes that this criterion is met.

***I. Adequate Public Facilities.***

***The amendment must not adversely affect the City’s ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.***

**Staff Analysis:** All affected departments and outside agencies providing services to the subject properties have had an opportunity to comment on the proposal and no agency or department offered comments suggesting the proposal would affect the City’s ability to provide adequate public facilities to the property or surrounding area or consume public resources otherwise needed to support comprehensive plan implementation strategies. Any specific site development impacts can be addressed at time of obtaining a building permit, when actual site development is proposed.

Staff concludes that this criterion is met.

***J. UGA.***

***Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.***

**Staff Analysis:** The proposal does not involve amendment of the urban growth area boundary.

This criterion is not applicable to this proposal.

***K. Demonstration of Need.***

- 1. Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community’s original visions and values can better be achieved [...]***

**Staff Analysis:** This proposal is a request for a Comprehensive Plan Land Use Plan Map amendment, not a policy adjustment.

This criterion is not applicable to this proposal.

***2. Map Changes.***

***Changes to the land use plan map (and by extension, the zoning map)***



***may only be approved if the proponent has demonstrated that all of the following are true:***

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);***

**Staff Analysis:** As described in further detail in staff analysis of criterion E.1, above, the proposal's consistency with Comprehensive Plan policies regarding locational criteria for General Commercial areas is subject to interpretation of Land Use Policy LU 1.8 by the Plan Commission and City Council.

- b. The map amendment or site is suitable for the proposed designation;***

**Staff Analysis:** This property has a gradual slope from the south (I-90) to the north (Sunset Highway/US Highway 2) with the northern portion of the site being the high point. It has sufficient area and dimension so that it can easily be developed in accordance with the standards of the GC-70 zone, which will be applied to the property without negatively affecting adjacent or nearby uses and is directly served by STA Route 60 and Route 61.

Staff finds that it is a suitable site.

- c. The map amendment implements applicable comprehensive plan policies better than the current map designation.***

**Staff Analysis:** Staff finds that the proposed amendment is consistent with the Comprehensive Plan policies.

Staff concludes that this amendment and staff recommendations would implement the Comprehensive Plan better than the current land use plan designation.

### **3. Rezones, Land Use Plan Map Amendment.**

***Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.***

**Staff Analysis:** The applicant has requested a corresponding change in the zoning classification to occur if the change to Commercial Land Use Plan Map designation is made. The applicant has requested GC-70 (General Commercial 70-foot height

limit), which matches the adjacent zoning designation to the west.

### **VIII. STAFF RECOMMENDATION**

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan.

Staff does not offer a specific recommendation on the proposed amendment, pending Plan Commission interpretation of the General Commercial containment policy set forth in LU 1.8, as described in the staff analysis contained above.

### **VII. LIST OF EXHIBITS**

<u>Exhibit</u>	<u>Description</u>
A-1	Application Materials
A-2	SEPA Checklist
S-1	SEPA Determination of Non-Significance
S-2	Relevant Comprehensive Plan Policies
PA-1	Agency Comment - Spokane Tribe of Indians

## EXHIBIT S-2 – RELEVANT COMPREHENSIVE PLAN POLICIES

### *City of Spokane Comprehensive Plan*

#### **Land Use Element**

##### **LU 1.8 General Commercial Uses**

*Contain General Commercial areas within the boundaries occupied by existing business designations and within the boundaries of designated Centers and Corridors.*

**Discussion:** General Commercial areas provide locations for a wide range of commercial uses. Typical development in these areas includes freestanding business sites and larger grouped businesses (shopping centers). Commercial uses that are auto-oriented and include outdoor sales and warehousing are also allowed in this designation. Land designated for General Commercial use is usually located at the intersection of or in strips along principal arterial streets. In many areas such as along Northwest Boulevard, this designation is located near residential neighborhoods.

To address conflicts that may occur in these areas, zoning categories should be implemented that limit the range of uses, and site development standards should be adopted to minimize detrimental impacts on the residential area. Existing commercial strips should be contained within their current boundaries with no further extension along arterial streets allowed.

Recognizing existing investments by both the City of Spokane and private parties, and given deference to existing land use patterns, an exception to the containment policy may be allowed by means of a comprehensive plan amendment to expand an existing commercial designation, (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) at the intersection of two principal arterial streets or onto properties which are not designated for residential use at a signalized intersection of at least one principal arterial street which as of September 2, 2003, has traffic at volumes greater than 20,000 vehicular trips a day. Expansion of the commercial designation under this exception shall be limited to property immediately adjacent to the arterial street and the subject intersection and may not extend more than 250 feet from the center of the intersection unless a single lot, immediately adjacent to the subject intersection and in existence at the time this comprehensive plan was initially adopted, extends beyond 250 feet from the center of the intersection. In this case the commercial designation may extend the length of that lot but in no event should it extend farther than 500 feet or have an area greater than three acres. City of Spokane Comprehensive Plan 3-12

If a commercial designation (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) exists at the intersection of two principal arterials, a zone change to allow the commercial use to be extended to the next street that runs parallel to the principal arterial street may be allowed. If there is not a street that runs parallel to the principal arterial, the maximum depth of commercial development extending from the arterial street shall not exceed 250 feet.

Areas designated General Commercial within Centers and Corridors are encouraged to be developed in accordance with the policies for Centers and Corridors. Through a neighborhood planning process for the Center, these General Commercial areas will be designated in a land use category that is appropriate in the context of a Center and to meet the needs of the neighborhood.

Residential uses are permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.

## **Capital Facilities and Utilities Element**

### **CFU 2.1 Available Public Facilities**

*Consider that the requirement for concurrent availability of public facilities and utility services is met when adequate services and facilities are in existence at the time the development is ready for occupancy and use, in the case of water, wastewater and solid waste, and at least a financial commitment is in place at the time of development approval to provide all other public services within six years.*

**Discussion:** Public facilities are those public lands, improvements, and equipment necessary to provide public services and allow for the delivery of services. They include, but are not limited to, streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, solid waste disposal and recycling, fire and police facilities, parks and recreational facilities, schools and libraries. It must be shown that adequate facilities and services are available before new development can be approved. While occupancy and use imply an immediate need for water, wastewater and solid waste services, other public services may make more sense to provide as the demand arises. For example, a certain threshold of critical mass is often needed before construction of a new fire station, school, library, or park is justified. If these facilities and services do not currently exist, commitments for services may be made from either the public or the private sector.

### **CFU 2.2 Concurrency Management System**

*Maintain a concurrency management system for all capital facilities.*

**Discussion:** A concurrency management system is defined as an adopted procedure or method designed to ensure that adequate public facilities and services needed to support development and protect the environment are available when the service demands of development occur. The following facilities must meet adopted level of service standards and be consistent with the concurrency management system: fire protection, police protection, parks and recreation, libraries, public wastewater (sewer and stormwater), public water, solid waste, transportation, and schools.

The procedure for concurrency management includes annual evaluation of adopted service levels and land use trends in order to anticipate demand for service and determine needed improvements. Findings from this review will then be addressed in the Six-Year Capital Improvement Plans, Annual Capital Budget, and all associated capital facilities documents to ensure that financial planning remains sufficiently ahead of the present for concurrency to be evaluated.

The City of Spokane must ensure that adequate facilities are available to support development or prohibit development approval when such development would cause service levels to decline below standards currently established in the Capital Facilities Program.

In the event that reduced funding threatens to halt development, it is much more appropriate to scale back land use objectives than to merely reduce level of service standards as a way of

allowing development to continue. This approach is necessary in order to perpetuate a high quality of life. All adjustments to land use objectives and service level standards will fall within the public review process for annual amendment of the Comprehensive Plan and Capital Facilities Program.

## **SEPA (State Environmental Policy Act) Determination**

## NONPROJECT DETERMINATION OF NONSIGNIFICANCE

**FILE NO(S):** Z17-624COMP

**PROPONENT:** Manny Mendez, U-Haul Company

**DESCRIPTION OF PROPOSAL:** This proposal is to amend the Comprehensive Plan land use map designation of twelve parcels from "Office" to "Commercial". If approved, the parcels would be zoned General Commercial with a 70-foot height limit and could be developed consistent with commercial business and other uses permitted within that zoning category. The approximate size of the proposal is 468,706 square feet (10.76 acres). No specific development proposal is being approved at this time.

**LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:**

The site address is 1616 S. Rustle Street, located south of Sunset Highway and west of S. Rustle Street

The site consists of twelve parcels, the numbers are 25262.0901, 25262.0506, 25262.0404, 25262.0504, 25262.0502, 25262.0503, 25262.0903, 25262.0802, 25262.0803, 25262.0801, 25262.0902, 25262.2212

Legal Description: Parcel Number: For Parcel 25262.0901: GARDENSPRINGS L1 THRU 4 B9; L2-3&4 SUBJ TO USA SEWER PIP ELN ESMT INC S1/2 OF VAC 17TH AVE N OF & ADJ L1 – for the full legal description of all Parcels see Attachment A.

**LEAD AGENCY:** City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- [ ] There is no comment period for this DNS.
- [ ] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- [X] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 5 p.m. on September 11, 2018 if they are intended to alter the DNS.

\*\*\*\*\*

**Responsible Official:** Heather Trautman

**Position/Title:** Director, Planning Services **Phone:** (509) 625-6300

**Address:** 808 W. Spokane Falls Blvd., Spokane, WA 99201

**Date Issued:** August 28, 2018 **Signature:** 

\*\*\*\*\*

**APPEAL OF THIS DETERMINATION**, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on September 18, 2018 (21 days from the date of the signing of this DNS). This appeal must be on forms provided by the Responsible Official, make specific factual objections, and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

\*\*\*\*\*

# **ENVIRONMENTAL CHECKLIST**

## **SPOKANE ENVIRONMENTAL ORDINANCE**

### **SECTION 11.10.230(1)**

*Revised May 31, 2013*

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## Environmental Checklist

File No. \_\_\_\_\_

### Purpose of Checklist:

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

### Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

### Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

## 2. Name of Applicant:

Manny Mendez  
U-Haul Company

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**3. Address and phone number of applicant or contact person:**

Stacy A. Bjordahl  
Parsons/Burnett/Bjordahl/Hume LLP  
159 S. Lincoln, Suite 225  
Spokane WA 99201  
T: (509) 252-5066

**A. BACKGROUND**

1. Name of proposed project, if applicable:  
Comprehensive Plan Amendment for approximately 11 acres of land from Office Retail -70 to General Commercial-70 for property generally located at 1616 S Rustle in the City of Spokane, with implementing zone change to GC.
2. Name of applicant: U-Haul Company
3. Address and phone number of applicant or contact person:  
  
Stacy A. Bjordahl  
Parsons/Burnett/Bjordahl/Hume LLP  
159 S. Lincoln, Suite 225  
Spokane WA 99201  
T: (509) 252-5066
4. Date checklist prepared: October 10, 2017
5. Agency requesting checklist: City of Spokane, Planning Services Department
6. Proposed timing or schedule (including phasing, if applicable): Comprehensive Plan Amendment and rezone: 2017-2018; development 2019
7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.  
Following the comprehensive plan amendment and rezone approval, the applicant will apply for any building permits required for modifications to the existing building and/or for future commercial use of the vacant portions of the property.  
  
b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain.  
No.
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to his proposal.  
None known.

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9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

City of Spokane will review other comprehensive plan amendment applications concurrently with this application.

10. List any government approvals or permits that will be needed for your proposal, if known.

City Plan Commission and City Council approval of Comp Plan Amendment and implementing zone classification.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.

Proposal includes a Land Use Map change from Office Retail -70 to General Commerical-70 with implementing zone classification of GC. The site consists of approximately 11 acres and currently has an 86,000 square foot office building and paved parking lot.

12. Location of the proposal. Give sufficient information to a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist.

The subject property is located north of Interstate-90, west of Rustle Street, east of Assembly and south of Sunset Highway, in Section 26, Township 25, Range 42 EWM. The site address is 1616 S. Rustle Street, Spokane Washington.

13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.)

The proposed action lies within the City of Spokane and the Aquifer Sensitive Area. The existing office building on site is connected to City sewer.

14. The following questions supplement Part A.

a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

- (1) Describe any systems, other than those designed for the disposal of sanitary waste, installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).

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- (2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

Unlikely. This is a non-project action. Any future site development will incorporate typical uses compatible with GC zone as outlined in City of Spokane Municipal Code.

- (3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

Future site development will meet all applicable permitting standards for groundwater protection.

- (4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

None anticipated. Future site development will meet all applicable permitting standards for groundwater protection.

b. Stormwater

- (1) What are the depths on the site to groundwater and to bedrock (if known)?

Unknown at this time.

- (2) Will stormwater be discharged into the ground? If so, describe any potential impacts?

Any additional stormwater generated by future construction or improvements will be handled in accordance with the Spokane City Standards.

TO BE COMPLETED BY APPLICANT

**B. ENVIRONMENTAL ELEMENTS**

Evaluation for  
Agency Use  
Only

**1. Earth**

- a. General description of the site (circle one): *flat, rolling, hilly, steep slopes, mountains, other.* Generally considered flat, but site does slope from south to north.
- b. What is the steepest slope on the site (approximate percent slope)? Approximately 5 %
- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know

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the classification of agricultural soils, specify them and note any prime farmland.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. No.
- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill:  
This is a non-project action, thus specifics are unknown at this time.
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.  
Based on existing site development, soils and slope, erosion is not likely.
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? This is a non-project action, thus specifics are unknown at this time
- h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: Conformance with Spokane erosion control standards.

## 2. Air

- a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.  
Site is currently occupied by U-Haul for its corporate offices and is not impacted by emissions. Future emissions are unknown at this time, but expect auto emissions and some dust during any future construction activities.
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.  
No, other than auto emissions.
- c. Proposed measures to reduce or control emissions or other impacts to air, if any:  
Conformance to all applicable local, state, and federal emission control requirements.

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### 3. Water

#### a. SURFACE:

- (1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

No.

- (2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No.

- (3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Not applicable.

- (4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No.

- (5) Does the proposal lie within a 100-year floodplain? No. If so, note location on the site plan.

Not applicable.

- (6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No.

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Agency Use  
Only

#### b. GROUND:

- (1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No.

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- (2) Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve.

None.

c. WATER RUNOFF (INCLUDING STORMWATER):

- (1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

The only runoff anticipated at this time is stormwater. Future additional quantities and design are unknown at this time.

- (2) Could waste materials enter ground or surface waters? If so, generally describe.

No. The project will be on public sewer and there are no surface waters nearby.

- d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water impacts, if any.

Conformance to all applicable design standards and requirements.

4. Plants

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Agency Use  
Only

- a. Check or circle type of vegetation found on the site:

☒ Deciduous tree: alder, maple, aspen, other.

☒ Evergreen tree: fir, cedar, pine, other.

☒ Shrubs

☒ Grass

☐ Pasture

☐ Crop or grain

☐ Wet soil plants, cattail, buttercup, bullrush, skunk cabbage, other.

☐ Water plants: water lilly, eelgrass, milfoil, other.

☒ Other types of vegetation. (Ornamental)

- b. What kind and amount of vegetation will be removed or altered? Unknown at this time.

- c. List threatened or endangered species known to be on or near the site. None known.

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- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: Unknown at this time. All future landscaping will be designed and installed in accordance with the Spokane City Municipal Code.

## 5. Animals

- a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:  
birds: hawk, heron, eagle, songbirds, other: mammals:  
cows, bear, elk, beaver, *other*.  
fish: bass, salmon, trout, herring, shellfish, other: \_\_\_\_\_  
other: \_\_\_\_\_
- b. List any threatened or endangered species known to be on or near the site.  
None Known.
- c. Is the site part of a migration route? If so, explain. No.
- d. Proposed measures to preserve or enhance wildlife, if any: Unknown at this time.

Evaluation for  
Agency Use  
Only

## 6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.  
Electricity and natural gas will be used.
- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.  
Applicant is unaware of any solar energy used by adjacent properties, thus no impacts are anticipated.
- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:  
Project will comply with State Energy Code.

## 7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion,

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spill, or hazardous waste that could occur as a result of this proposal? If so, describe.

Not likely based on the type of land uses allowed in the GC zone.

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Agency Use  
Only

- (1) Describe special emergency services that might be required.  
Services will be typical for uses associated with GC zone.

- (2) Proposed measures to reduce or control environmental health hazards, if any:  
Not applicable.

b. NOISE:

- (1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

There is noise associated with the traffic along Sunset Highway and Interstate-90, but it is not expected to impact any future project. There is also aircraft noise from Spokane International Airport, but is not expected to impact any future development of the site.

- (2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Construction traffic and equipment noise are anticipated during any future construction that may take place. Long-term noise will be typical of commercial and office uses.

- (3) Proposed measure to reduce or control noise impacts, if any:

Conformance with all applicable noise standards. Specific mitigation, if necessary, is unknown at this time. Construction activities will be limited to daytime hours.

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties?

Site is developed with an 86,000 square foot office building and paved parking lot. The remainder is undeveloped. The adjacent properties are developed with hotel, office, restaurant and other commercial uses.

- b. Has the site been used for agriculture? If so, describe.

No.

- c. Describe any structures on the site.

Two-story office building.

- d. Will any structures be demolished? If so, which?

No.

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- e. What is the current zoning classification of the site? Office Retail -70.
- f. What is the current comprehensive plan designation of the site? Office Retail
- g. If applicable, what is the current shoreline master program designation of the site?  
Not applicable.
- h. Has any part of the site been classified as a critical area? If so, specify.  
No.
- i. Approximately how many people would reside or work in the completed project?  
This is a non-project action, thus specifics are unknown at this time.
- j. Approximately how many people would the completed project displace? None.
- k. Proposed measures to avoid or reduce displacement impacts, if any: None.
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:  
Compliance with all applicable development standards.

Evaluation for  
Agency Use  
Only

## 9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing.  
No residential uses proposed at this time.
- b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing.  
None.
- c. Proposed measures to reduce or control housing impacts, if any:  
N/A.

## 10. Aesthetics

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- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

This is a non-project action, thus specifics are unknown at this time. All buildings will comply with the maximum building height limitation of the underlying zone.

- b. What views in the immediate vicinity would be altered or obstructed?

Views of the subject property could be altered from undeveloped to developed condition if additional buildings are constructed in the future.

- c. Proposed measures to reduce or control aesthetic impacts, if any The property owner intends to retain as much of the existing vegetation as practical based on future land uses and infrastructure. Landscaping, building setbacks, and maximum building height will be in accordance with the Spokane City Municipal Code.

## 11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

There will be exterior lighting during non-daylight hours.

- b. Could light or glare from the finished project be a safety hazard or interfere with views? None anticipated.

- c. What existing off-site sources of light or glare may affect your proposal? None.

- d. Proposed measures to reduce or control light and glare impacts, if any: Unknown at this time. All lighting will be shielded and directed in accordance with the Spokane Municipal Code.

Evaluation for  
Agency Use  
Only

## 12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

Finch Arboretum is located approximately ½ mile east of the subject property and the Indian Canyon Golf Course is also in close proximity to the property. A volleyball court is located on the property for employee use.

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- b. Would the proposed project displace any existing recreational uses? If so, describe.

No.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Not applicable.

### 13. Historic and cultural preservation

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.

None known.

- b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site.

None.

- c. Proposed measures to reduce or control impacts, if any:

Not applicable.

Evaluation for  
Agency Use  
Only

### 14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system.

Show on site plans, if any. Access to the property is from Sunset Highway to Rustle Street.

- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

Yes. Spokane Transit Authority (STA) currently provides regular service to the area via Route 61, with a stop at Sunset Highway & Rustle.

- c. How many parking spaces would the completed project have? How many would the project eliminate?

Parking will be developed according to City Code. No parking will be eliminated, but some will be converted from passenger vehicle stalls to parking for rental trucks and equipment.

- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including

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driveways? If so, generally describe (indicate whether public or private). No.

- e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe.

Not in the immediate vicinity of rail or air; however, the Spokane International Airport is located approximately 3 miles west of the property and a railroad line is located approximately 1 mile from the property.

- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur.

This is a non-project action, thus specifics are unknown at this time.

Current PM peak\_\_\_\_; AM Peak\_\_\_\_; Weekday\_\_\_\_\_.

- g. Proposed measures to reduce or control transportation impacts, if any: Unknown at this time, as mitigation will be based on the specific uses proposed, during the building permit and SEPA review process.

Evaluation for  
Agency Use  
Only

## 15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.

There will be minimal impact. The property is currently served by City fire and police. Future needs will be based upon land uses that are developed on the site.

- b. Proposed measures to reduce or control direct impacts on public services, if any:

Transportation mitigation may be required based on traffic volumes generate; however, the proposed uses are anticipated to generate LESS traffic than what could be generated with other retail or office uses in either the current or requested zone. Property taxes, revenue and fees from the commercial, business will offset other impacts on public services.

## 16. Utilities

- a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other. \_\_\_\_\_

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PROJECT: 11-11-11-11-11

- b. Describe the utilities that are proposed for the project, the utility providing the service and the general construction activities on the site or in the immediate vicinity which might be needed.

All utilities are available. Water and sewer will be provided by the City of Spokane. Electricity and natural gas will be provided by Avista.

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### C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency must withdraw any determination of Non-significance that it might issue in reliance upon this checklist.

Date: 10-30-2017

Signature: \_\_\_\_\_

**Please Print or Type:**

Proponent: Manny Mandez- U-Haul Company Address: 1616 S. Rustle Street, Spokane WA 99201

Phone: (509) 290-8481

Person completing form (if different from proponent):

STACY BJORDAHL

Address: 159 S. Lincoln Street, Suite 225, Spokane WA 99201

Phone: (509) 252-5066

#### FOR STAFF USE ONLY

Staff member(s) reviewing checklist: \_\_\_\_\_

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☐ A. there are no probable significant adverse impacts and recommends a Determination of Non-significance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Non-significance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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#### D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

*(Do not use this sheet for project actions)*

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage or release of toxic or hazardous substances; or production of noise?

No significant increase in discharge anticipated.

Proposed measures to avoid or reduce such increases are:

Compliance with applicable discharge standards.

2. How would the proposal be likely to affect plants, animals, fish or marine life?

NA-Not applicable. This is a non-project action; however, it is noted that site vegetation will be removed as necessary to accommodate future development.

Proposed measures to protect or conserve plants, animals, fish or marine life are:

NA- Not applicable.

3. How would the proposal be likely to deplete energy or natural resources?

NA-Not applicable.

Proposed measures to protect or conserve energy and natural resources are:

Compliance with energy codes.

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4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?

NA-Not applicable. This is a Non-Project Action.

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Proposed measures to protect such resources or to avoid or reduce impacts are:

NA-Not applicable.

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5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

NA-not applicable.

---

Proposed measures to avoid or reduce shoreline and land use impacts are:

NA-Not applicable.

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6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Traffic impacts will be studied at the time of development and mitigated as appropriate. Other public services and utilities will be utilized. The area is planned for urban growth and existing utilities should be sized to handle additional demands as the property is developed.

Proposed measures to reduce or respond to such demand(s) are:

Compliance with applicable codes and standards.

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7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

No conflicts are anticipated.

---

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PLA: [illegible]

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency may withdraw any Determination of Non-significance that it might issue in reliance upon this checklist.

Date: 10-30-2017

Signature: \_\_\_\_\_

MANUEL E. MENDEZ III

**Please Print or Type:**

Proponent: Manny Mendez- U-Haul Company Address: 1616 S. Rustle Street, Spokane WA 99201

Phone: 509) 290-8481

Person completing form (if different from proponent):

STACY BJORDAHL

Address: 159 S. Lincoln Street, Suite 225, Spokane WA 99201

Phone: (509) 252-5066

**FOR STAFF USE ONLY**

Staff member(s) reviewing checklist: \_\_\_\_\_

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- A. ☐ there are no probable significant adverse impacts and recommends a Determination of Non-significance.
- B. ☐ probable significant adverse impacts do exist for the current proposal and recommends a Mitigated Determination of Non-significance with conditions.
- C. ☐ there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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## Agency Comment



## Spokane Tribe of Indians

April 30, 2018

Tirrell Black  
Planner

**RE: File No, Z17-624COMP**

Ms. Black:

Thank you, for allowing the Spokane Tribe of Indians the opportunity to comment on your undertaking is greatly appreciated.

We are hereby in consultation for this project.

As I understand that this is change to zoning map from OR-150 to CB-150, it's unlikely that the project will impact any cultural resources in the proposed area.

This letter is your notification that your project has been cleared, and your project may move forward.

As always, if any artifacts or human remains are found upon inadvertent discovery, this office should be immediately notified and the work in the immediate area cease.

Should additional information become available our assessment may be revised.

Again thank you for this opportunity to comment and consider this a positive action that will assist in protecting our shared heritage.

If questions arise, please contact me at (509) 258 – 4315.

Sincerely,

Randy Abrahamson  
Tribal Historic Preservation Officer (T.H.P.O.)

## **Application Materials**



PARSONS/BURNETT  
BJORDAHL/HUME  
ATTORNEYS

Stacy A. Bjordahl  
sbjordahl@pblaw.biz

October 30, 2017

Tirrell Black  
City of Spokane  
808 W. Spokane Falls Blvd.  
Spokane WA 99201

*Re: U-Haul Comprehensive Plan & Rezone Application*

Dear Tirrell:

On behalf of the U-Haul Company, enclosed please find its application for a Comprehensive Plan Amendment and rezone from Office Retail-70 to General Commercial-70. Specifically, enclosed is:

- 1) General Application
- 2) Early Threshold Review Application
- 3) Summary of Neighborhood Council Outreach
- 4) Project Narrative
- 5) SEPA Checklist
- 6) Site Plan; and
- 7) \$500 application fee.

We look forward to working with you on this application. If you have any questions or want to discuss in more detail, please contact me.

Sincerely yours,

PARSONS/BURNETT/BJORDAHL/HUME, LLP

By

  
Stacy A. Bjordahl

C: Manny Mendez, President

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## **Attachment to Comprehensive Plan Amendment Application-Early Threshold Review**

**Description of Proposed Amendment:** Land Use Map change from Office Retail -70 (OR-70) to General Commercial-70 (GC-70) for approximately 11 acres.

The designation and zone change is sought in order to facilitate an adaptive reuse of the existing 86,000 square foot office building (which was formerly used as a bank card processing center by Bank of America) by converting it to a U-Haul Moving and Storage Facility. The range of proposed uses include self-storage within the existing building; outdoor truck and trailer sharing and rental; and related retail sales.

### **Questions:**

- 1) Describe how the proposed amendment is appropriately addressed as a Comprehensive Plan Amendment.**

The property owner seeks to develop additional commercial uses on the subject property that are not permitted in the underlying Office Retail zone. A land use map change to General Commercial is the appropriate option to develop the property as opposed to a text amendment to expand the list of uses allowed in the Office Retail zone, which would have city-wide applicability and provide the potential to introduce land uses that may not be appropriate in other areas with existing Office Retail zoning. A site-specific land use map change allows for site-specific review, environmental analysis, and public participation.

- 2) The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City council or by neighborhood or subarea planning.**

The Sunset Highway/West Hills area has not experienced much growth or development in the past decade and has high vacancy rates; therefore, there is no active work program dedicated to this area of the City unlike other more actively growing areas such as Kendall Yards, downtown and the South Hill. Those are areas where staff resources should be focused. There does not appear to be any driving policy or land use issues needing staff resources or a dedicated work program at this time; therefore, a site-specific application and map amendment through the annual amendment cycle is appropriate for this site.

- 3) The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program.**

As noted above, the Sunset Highway/West Hills area does not have any on-going land use issues that demand staff resources. The subject property is currently developed with an 86,000 square foot office building and surface parking, so additional build-out on the site will not significantly change or alter land use patterns. The applicant, through Manny Mendez, has met with representatives of the West Hills Neighborhood Council on three occasions and the Neighborhood Council is not opposed to development of the site; therefore, the applicant does not anticipate a need for extraordinary staff time or study to evaluate this proposal.

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- 4) **In the case of a private application for a land use map change, nearby properties may also seem to be candidates for amendment. At the time of docketing or during plan commission review, expansion of the geographic scope of an amendment may be considered, shared characteristics with nearby, similarly situated property may be identified and the expansion is the minimum necessary to include properties with those shared characteristics. Has the applicant had any outreach to surrounding property owners may be so situated?**

Yes. It was suggested by staff at the Pre-Application meeting that the owner of the Hampton Inn Hotel located to the west and also within the OR-70 designation be contacted so the entire OR-70 designation could be considered for change to GC. The Hampton Inn, as well as the property designated RMF, is owned by Dick Vandervert (Vandervert North LLC & Vandervert Development LLC) and he has no objection to these properties being included and considered for GC-70 zoning.

- 5) **Describe how the proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must be consistent with policy implementation in the Countywide Planning policies, the GAM [sic], or other state or federal law, and the WAC.**

The annual process for amending the Comprehensive Plan is to keep the Comprehensive Plan alive and responsive to the community. The subject property is already designated commercial, with Office Retail zoning<sup>1</sup>. The subject property is suitable for the proposed General Commercial designation as it abuts an existing General Commercial designation. The requested designation is consistent with the current use of the subject property as well as land use in the area and will implement many applicable Comprehensive Plan policies. The site has a full range of urban public facilities and public services available (as described in CFU 2.1 and CFU 2.2) that currently serve the property and are able to accommodate any commercial expansion on the site.

The request is consistent with the CWPP. The CWPP encourage growth in urban areas where services and utilities already exist. When the site is further developed, the applicant will be required to demonstrate that levels of service are maintained, as required by the CWPP. The CWPP also encourage the use of public transit and development in areas where public transit service is available. This area is served by public transit via Route 61, with a stop at Sunset Highway and Rustle. It is important to note that the City has adopted development regulations and policies to implement the CWPP at the City level. Development of this site will be required to comply with the City's policies and development regulations; thus consistency with the CWPP is achieved.

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<sup>1</sup> The Commercial zones are: Office, Office Retail, Neighborhood Retail, Neighborhood Mixed Use, Community Business, and General Commercial. See SMC 17C.120.020

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The application is consistent with the goals and policies of the Growth Management Act. The GMA encourages densification, in-fill and urban development and redevelopment in areas designated for urban growth and within existing city limits. The property is within the UGA and the city limits of Spokane. Investment and redevelopment of this property is consistent with and implements the GMA.

The proposed change is consistent with the following goals of the Comprehensive Plan:

**Land Use 1.8**

The intent of Policy LU 1.8 is to contain existing commercial designations within existing boundaries. As noted above, the subject property already falls within one of the City's six commercial zones: Office Retail. The proposed General Commercial zone will be contained to the area already zoned Office Retail; therefore, the containment policy is satisfied.

**Land Use 1.12**

The proposed map change is consistent with Land Use Goal 1.12. Existing public facilities and services are available to serve this site.

**Land Use 3.1**

The proposed map change is consistent with Policy LU 3.1, which encourages the efficient use of land. Under Policy LU 3.1, future growth should be directed to locations where adequate services and facilities are available. As stated, there are already adequate public services and facilities in the area.

**Land use 5**

The proposed map change is consistent with Land Use Goal 5. This Goal promotes development in a manner that is attractive, complementary, and compatible with other land uses. Consistent with Policy LU 5.3, this site will have adequate off-street parking, access, vehicular/pedestrian connections, and will create redevelopment and an adaptive reuse of an existing building that is compatible with the surrounding area.

**Transportation Goal 3.5**

The proposed map change is consistent with Goal TR 3.5, which recommends that healthy commercial centers be maintained throughout the City to satisfy the needs of residents; reduce the amount of driving; utilize existing transportation infrastructure and services; and maintain the City's commercial tax base. Further, this site will be served by existing transportation services and infrastructure that has, or will have at time of development, adequate capacity to serve the project. The property is also served by STA.

**Economic Development Goal 3**

The proposed map change is consistent with Goal ED 3, which is intended to foster a strong, diverse, and sustainable economy that provides a range of employment and business opportunities. Designating this site to GC will allow the property owner to make adaptive reuse of the property and cause investment into the site and presumably incentivize other property owners in the vicinity to make investment in their properties and spur economic growth in this otherwise stagnant area of the City.

OCT 30 2017

**Economic Development Goal 6**

The proposed map change is consistent with Goal ED 6, which recommends that development be located where infrastructure capacity already exists before extending infrastructure into new areas. Policy ED 6.1. In this case, public services such as water, sewer, roadways, gas, and electricity, are available to serve the site.

- 6) **The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process, but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated.**

N/A. The subject property has not been submitted to the City for a Comprehensive Plan Amendment in the past.

- 7) **If this change is directed by state law or a decision of a court or administrative agency, please describe.**

N/A

- 8) **Please provide copy of agenda or other documentation of outreach to neighborhood council made prior to application.**

See attached.

-- End of Form --

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## Narrative Project Summary

U-Haul requests a land use designation change and rezone to General Commercial for its local corporate headquarters located at 1616 S Rustle Street. U-Haul recently purchased this 11-acre site with the goal of revitalizing this otherwise underutilized property for office, self-storage, truck sharing and related retail sales. The site is currently designated Office Retail -70; however, this area of Spokane has not seen a demand for office use and vacancy rates have historically been high.

U-Haul is proposing an adaptive reuse of the existing 86,304 SF building by converting it into a U-Haul Moving and Storage Facility. Our uses consist of self-storage, U-Haul truck and trailer sharing, and related retail sales. The interior of the building will be retrofitted to house self-storage units. The reuse of the former Bank of America bank card center will allow U-Haul to better serve the storage needs of the community and activate a property that is currently underutilized.

Other uses in the immediate area include a variety of uses such as the Hampton Inn Hotel and Sunset Florist. We believe the investment and redevelopment of this property will incentivize other landowners in the area to also invest and make improvements to their properties to attract growth to this part of Spokane.

As noted, the property is currently zoned OR-70. Neither the use of self-storage and U-Haul truck and trailer share are permitted in the OR-70 zone. U-Haul is requesting the comprehensive plan and rezoning to allow these uses. The building will be used structurally "as is" with the exception of imaging and signage.

Custom site design for every U-Haul store assures that the facility compliments the community it serves. Adherence to community objectives is key in order to ensure each U-Haul store is both a neighborhood asset and an economic success.

We feel the U-Haul store would be an appropriate use for the property and there are proven benefits for allowing self-storage facilities in communities:

- Self-storage facilities are quiet
- They provide an excellent buffer between zones
- They create very little traffic
- They have little impact on utilities
- They have no impact on schools
- They provide a good tax revenue
- They provide a community service

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U-Haul looks forward to working with the City of Spokane as you consider our proposal to rezone this property.

# City of Spokane Receipt

Receipt Number: 902658



Planning Services Department  
808 W Spokane Falls Blvd  
Spokane, WA 99201  
Phone: (509) 625-6060  
Fax: (509) 625-6013  
www.spokaneplanning.org

<b>Site Information:</b>		Date Issued:	10/30/2017
Parcel #:	25262.0502	Permit Type:	Comprehensive Plan Amendment
Address:	1616 S RUSTLE ST, SPOKANE, WA	Parent Permit :	
Permit #:	Z17-624COMP	Processed By:	KSHAFFER

**Applicant:**

U-Haul Company  
1616 S Rustle St  
SPOKANE, WA

590-290-8481

**Description of Work:** Amerco - Land Use Change

Fee Item	Quantity	Units	Amount
Pre-application Fee	1		\$500.00
<b>Total Fees:</b>			\$500.00

Payments:	Payment Comment:	Date Paid:	Cashier:	Ref #:	Amount:
Check		10/30/2017	KSHAFFER	D703-20485	\$500.00
Payor: U-Haul Company					

**Estimated Balance Due:** \$0.00

# This Is Not A Permit



## Comprehensive Plan or Development Standard Amendment Threshold Review - Counter Complete Checklist

This checklist includes all of the required information for submitting a **Early Threshold Review Application** for an item that has been docketed for full review as a COMPREHENSIVE PLAN OR DEVELOPMENT STANDARD AMENDMENT. It includes required information of the State Environmental Policy Act. Applications will not be processed until all of the following information is submitted and determined "Counter Complete."

- ☒ Predevelopment meeting summary (if applicable)
- ☒ Pre-application meeting or correspondence with neighborhood council (for map amendments)
- ☒ General Application, completed and signed
- ☒ Threshold Review Application for Comprehensive Plan Amendments
- ☒ Environmental checklist, if required under SMC Chapter 17E.050.
- ☐ Additional materials such as photographs illustrating the site or visioning documents appropriate to a non-project action may be included. - *Narrative Included*
- ☒ For a map amendment, (2) paper copies and one PDF (formatted for posting and emailing) of the site plan, drawn to a minimum scale of 1"=100', on a sheet no larger than 24"x36", which will include all of the following:

- ☐ Applicant's name, mailing address and phone number
- ☐ Section, township and range
- ☐ North arrow and scale
- ☐ Legal description
- ☐ Dimensions of property and property lines
- ☐ City limits and section lines
- ☐ Existing utilities in adjoining right-of-way
- ☐ Existing streets, alleys, major easements or public areas
- ☐ Location of existing buildings
- ☐ Unstable slopes (if applicable)
- ☐ Wetlands (if applicable)
- ☐ Water courses such as streams, rivers, etc. (if applicable)
- ☐ Flood plains, flood fringe or flood way (if applicable)
- ☐ Significant habitat or vegetation (if applicable)

10/30/2017

Received  
Components noted.  
TJB.

U Haul

- N/A ☐ For a text amendment, instead of the site plan, please include the proposed amendment with the text to be added underlined and the text to be deleted with ~~strikeouts~~.
- None ☐ Additional application information may be requested later if item is put on the Annual Comprehensive Plan Amendment Work Program and may include, but is not limited to, the following: critical area studies, noise studies, air quality studies, visual analysis, transportation impact studies, geotechnical and wetland studies
- ☒ Planning & Development Department filing fees, as required under SMC Chapter 8.02

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REC

Planning Services  
3<sup>rd</sup> Floor, City Hall  
808 W. Spokane Falls Blvd  
Spokane, Washington 99201  
509.625.6300 (rev. 201709)



**DESCRIPTION OF PROPOSAL:**

- Land Use Map change from Office Retail -70 (OR-70) to General Commercial-70 (GC-70) on approximately 11 acres.

**ADDRESS OF SITE OF PROPOSAL:** (if not assigned yet, obtain address from Public Works before submitting application)

1616 S. Rustle Street

**APPLICANT:**

**Name:** U-Haul Company c/o Manny Mendez

**Address:** 1616 S. Rustle Street

**Phone (work):** (509) 290-8481

**Phone (home):**

**Email address:** manny\_mendez@uhaul.com

**PROPERTY OWNER:**

**Name:** Amerco Real Estate Company

**Address:** 2727 N. Central Ave, Suite 500  
Phoenix AZ 85004

**Phone (home):** (602) 263-6555

**Phone (work):**

**Email address:** parul@uhaul.com

**AGENT:**

**Name:** Stacy Bjordahl  
Parsons/Burnett/Bjordahl/Hume LLP

**Address:** 159 S. Lincoln St, Suite 225  
Spokane WA 99201

**Phone (work):** (509) 252-5066

**Phone (work):**

**Email address:** sbjordahl@pblaw.biz

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25262.0404; 25262.0506; 25262.0504; 25262.0503; 25262.0502; 25262.0801; 25262.0803;  
25262.0901; 25262.0903; 25262.2212; 25262.0902; 25262.0802

See attached.

Approximately 11 acres

## Comprehensive Plan Map change with implementing zone classification

Amerco Real Estate Company

Applicant ☒ Property Owner      Property Purchaser ☐ Agent

I, Carlos Vizcarra, owner of the above-described property do hereby authorize Parsons/Burnett/Bjordahl/Hume LLP to represent the Company and its interests in all matters regarding this application.

STATE OF ARIZONA )  
COUNTY OF **Maricopa** ) ss.



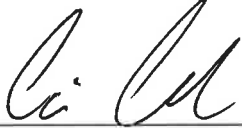
On this 10<sup>th</sup> day of October, 2017, before me, the undersigned, a Notary Public in and for the State of ~~Washington~~, duly commissioned and sworn, personally appeared Carlos Vizcarra, to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

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## PLANNING & DEVELOPMENT

Witness my hand and official seal hereto affixed the day and year first above written.



Notary Public in and for the State of ARIZONA,

residing at maricopa

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# ***U-Haul Company Legal Description***

## **PARCEL "A"**

LOTS 9 TO 16, INCLUSIVE, BLOCK 4; AND LOTS 9 TO 16, INCLUSIVE, BLOCK 5, GARDEN SPRINGS ADDITION TO SPOKANE, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 114, IN SPOKANE COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF VACATED FOURTEENTH STREET LYING BETWEEN LOTS 9, 10, 11 AND 12, BLOCK 4 AND LOTS 13, 14, 15 AND 16, BLOCK 5;

## **PARCEL "B"**

LOTS 1 TO 12, INCLUSIVE, BLOCK 8; AND LOTS 1 TO 12, INCLUSIVE, BLOCK 9, GARDEN SPRINGS ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 114, IN SPOKANE COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF LOTS 1 TO 6, INCLUSIVE, IN SAID BLOCK 8 CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY;

TOGETHER WITH THAT PORTION OF VACATED FOURTEENTH STREET LYING BETWEEN SAID BLOCK 8 AND 9;

## **PARCEL "C"**

THAT PORTION OF TRACT "F" OF ABERNETHY TRACT, LYING NORTHWESTERLY OF A LINE DRAWN 50 FEET NORTHWESTERLY OF AND AT RIGHT ANGLES OR RADially TO THE CENTER LINE OF RAMP "E" AS SHOWN ON SHEET 5 OF 16 SHEETS OF PRIMARY STATE HIGHWAY NO. 11 AND 2 GEIGER FIELD TO SPOKANE WEST CORP. LIMITS APPROVED BY STATE HIGHWAY DEPARTMENT JUNE 1, 1960, AS PER PLAT RECORDED IN VOLUME "D" OF PLATS, PAGE 6, IN SPOKANE COUNTY, WASHINGTON.

## **PARCEL "D"**

THOSE PORTIONS OF LOTS 7, 8 AND 17, BLOCK 4; AND OF LOTS 7, 8, 17 AND 18, BLOCK 5, GARDEN SPRINGS ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 114, IN SPOKANE COUNTY, WASHINGTON, LYING BETWEEN A LINE DRAWN PARALLEL WITH AND 60 FEET SOUTHERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADially, FROM THE SOUTH LANE CENTER LINE SURVEY OF SAID HIGHWAY, AND THE EASTERLY PRODUCTION THEREOF, AND THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 32+98 ON THE NORTH LANE

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CENTER LINE SURVEY OF SAID HIGHWAY AND 170.5 FEET SOUTHERLY THEREFROM; THENCE EASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 32+26 ON SAID CENTER LINE SURVEY AND 157.25 FEET SOUTHERLY THEREFROM; THENCE EASTERLY TO A POINT ON THE EASTERLY LINE OF 14TH STREET 150 FEET SOUTHERLY FROM SAID CENTER LINE SURVEY; THENCE EASTERLY PARALLEL WITH SAID CENTER LINE SURVEY TO THE EAST LINE OF SAID BLOCK 8 AND THE END OF THIS LINE DESCRIPTION;

PARCEL "E"

THAT PORTION OF VACATED 17TH AVENUE LYING EAST OF THE EAST LINE OF 15TH STREET (ASSEMBLY ROAD) AND WEST OF THE WEST LINE OF 13<sup>TH</sup> STREET (RUSTLE STREET), IN SPOKANE COUNTY,

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# **ENVIRONMENTAL CHECKLIST**

## **SPOKANE ENVIRONMENTAL ORDINANCE**

### **SECTION 11.10.230(1)**

*Revised May 31, 2013*

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## Environmental Checklist

File No. \_\_\_\_\_

### Purpose of Checklist:

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

### Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

### Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

## 2. Name of Applicant:

Manny Mendez  
U-Haul Company

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**3. Address and phone number of applicant or contact person:**

Stacy A. Bjordahl  
Parsons/Burnett/Bjordahl/Hume LLP  
159 S. Lincoln, Suite 225  
Spokane WA 99201  
T: (509) 252-5066

**A. BACKGROUND**

1. Name of proposed project, if applicable:  
Comprehensive Plan Amendment for approximately 11 acres of land from Office Retail -70 to General Commercial-70 for property generally located at 1616 S Rustle in the City of Spokane, with implementing zone change to GC.
2. Name of applicant: U-Haul Company
3. Address and phone number of applicant or contact person:  
  
Stacy A. Bjordahl  
Parsons/Burnett/Bjordahl/Hume LLP  
159 S. Lincoln, Suite 225  
Spokane WA 99201  
T: (509) 252-5066
4. Date checklist prepared: October 10, 2017
5. Agency requesting checklist: City of Spokane, Planning Services Department
6. Proposed timing or schedule (including phasing, if applicable): Comprehensive Plan Amendment and rezone: 2017-2018; development 2019
7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.  
Following the comprehensive plan amendment and rezone approval, the applicant will apply for any building permits required for modifications to the existing building and/or for future commercial use of the vacant portions of the property.  
  
b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain.  
No.
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to his proposal.  
None known.

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9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

City of Spokane will review other comprehensive plan amendment applications concurrently with this application.

10. List any government approvals or permits that will be needed for your proposal, if known.

City Plan Commission and City Council approval of Comp Plan Amendment and implementing zone classification.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.

Proposal includes a Land Use Map change from Office Retail -70 to General Commerical-70 with implementing zone classification of GC. The site consists of approximately 11 acres and currently has an 86,000 square foot office building and paved parking lot.

12. Location of the proposal. Give sufficient information to a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist.

The subject property is located north of Interstate-90, west of Rustle Street, east of Assembly and south of Sunset Highway, in Section 26, Township 25, Range 42 EWM. The site address is 1616 S. Rustle Street, Spokane Washington.

13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.)

The proposed action lies within the City of Spokane and the Aquifer Sensitive Area. The existing office building on site is connected to City sewer.

14. The following questions supplement Part A.

a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

- (1) Describe any systems, other than those designed for the disposal of sanitary waste, installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).

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- (2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

Unlikely. This is a non-project action. Any future site development will incorporate typical uses compatible with GC zone as outlined in City of Spokane Municipal Code.

- (3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

Future site development will meet all applicable permitting standards for groundwater protection.

- (4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

None anticipated. Future site development will meet all applicable permitting standards for groundwater protection.

b. Stormwater

- (1) What are the depths on the site to groundwater and to bedrock (if known)?

Unknown at this time.

- (2) Will stormwater be discharged into the ground? If so, describe any potential impacts?

Any additional stormwater generated by future construction or improvements will be handled in accordance with the Spokane City Standards.

TO BE COMPLETED BY APPLICANT

**B. ENVIRONMENTAL ELEMENTS**

Evaluation for  
Agency Use  
Only

**1. Earth**

- a. General description of the site (circle one): *flat, rolling, hilly, steep slopes, mountains, other.* Generally considered flat, but site does slope from south to north.
- b. What is the steepest slope on the site (approximate percent slope)? Approximately 5 %
- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know

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the classification of agricultural soils, specify them and note any prime farmland.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. No.
- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill:  
This is a non-project action, thus specifics are unknown at this time.
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.  
Based on existing site development, soils and slope, erosion is not likely.
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? This is a non-project action, thus specifics are unknown at this time
- h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: Conformance with Spokane erosion control standards.

## 2. Air

- a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.  
Site is currently occupied by U-Haul for its corporate offices and is not impacted by emissions. Future emissions are unknown at this time, but expect auto emissions and some dust during any future construction activities.
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.  
No, other than auto emissions.
- c. Proposed measures to reduce or control emissions or other impacts to air, if any:  
Conformance to all applicable local, state, and federal emission control requirements.

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### 3. Water

#### a. SURFACE:

- (1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

No.

- (2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No.

- (3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Not applicable.

- (4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No.

- (5) Does the proposal lie within a 100-year floodplain? No. If so, note location on the site plan.

Not applicable.

- (6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No.

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#### b. GROUND:

- (1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No.

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- (2) Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve.

None.

c. WATER RUNOFF (INCLUDING STORMWATER):

- (1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

The only runoff anticipated at this time is stormwater. Future additional quantities and design are unknown at this time.

- (2) Could waste materials enter ground or surface waters? If so, generally describe.

No. The project will be on public sewer and there are no surface waters nearby.

- d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water impacts, if any.

Conformance to all applicable design standards and requirements.

Evaluation for  
Agency Use  
Only

4. Plants

- a. Check or circle type of vegetation found on the site:

☒ Deciduous tree: alder, maple, aspen, other.

☒ Evergreen tree: fir, cedar, pine, other.

☒ Shrubs

☒ Grass

☐ Pasture

☐ Crop or grain

☐ Wet soil plants, cattail, buttercup, bullrush, skunk cabbage, other.

☐ Water plants: water lilly, eelgrass, milfoil, other.

☒ Other types of vegetation. (Ornamental)

- b. What kind and amount of vegetation will be removed or altered? Unknown at this time.

- c. List threatened or endangered species known to be on or near the site. None known.

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- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: Unknown at this time. All future landscaping will be designed and installed in accordance with the Spokane City Municipal Code.

## 5. Animals

- a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:  
birds: hawk, heron, eagle, songbirds, other: mammals:  
cows, bear, elk, beaver, *other*.  
fish: bass, salmon, trout, herring, shellfish, other: \_\_\_\_\_  
other: \_\_\_\_\_
- b. List any threatened or endangered species known to be on or near the site.  
None Known.
- c. Is the site part of a migration route? If so, explain. No.
- d. Proposed measures to preserve or enhance wildlife, if any: Unknown at this time.

Evaluation for  
Agency Use  
Only

## 6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.  
Electricity and natural gas will be used.
- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.  
Applicant is unaware of any solar energy used by adjacent properties, thus no impacts are anticipated.
- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:  
Project will comply with State Energy Code.

## 7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion,

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spill, or hazardous waste that could occur as a result of this proposal? If so, describe.

Not likely based on the type of land uses allowed in the GC zone.

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Agency Use  
Only

- (1) Describe special emergency services that might be required.  
Services will be typical for uses associated with GC zone.

- (2) Proposed measures to reduce or control environmental health hazards, if any:  
Not applicable.

b. NOISE:

- (1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

There is noise associated with the traffic along Sunset Highway and Interstate-90, but it is not expected to impact any future project. There is also aircraft noise from Spokane International Airport, but is not expected to impact any future development of the site.

- (2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Construction traffic and equipment noise are anticipated during any future construction that may take place. Long-term noise will be typical of commercial and office uses.

- (3) Proposed measure to reduce or control noise impacts, if any:

Conformance with all applicable noise standards. Specific mitigation, if necessary, is unknown at this time. Construction activities will be limited to daytime hours.

**8. Land and shoreline use**

- a. What is the current use of the site and adjacent properties?

Site is developed with an 86,000 square foot office building and paved parking lot. The remainder is undeveloped. The adjacent properties are developed with hotel, office, restaurant and other commercial uses.

- b. Has the site been used for agriculture? If so, describe.

No.

- c. Describe any structures on the site.

Two-story office building.

- d. Will any structures be demolished? If so, which?

No.

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Agency Use  
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- e. What is the current zoning classification of the site? Office Retail -70.
- f. What is the current comprehensive plan designation of the site? Office Retail
- g. If applicable, what is the current shoreline master program designation of the site?  
Not applicable.
- h. Has any part of the site been classified as a critical area? If so, specify.  
No.
- i. Approximately how many people would reside or work in the completed project?  
This is a non-project action, thus specifics are unknown at this time.
- j. Approximately how many people would the completed project displace? None.
- k. Proposed measures to avoid or reduce displacement impacts, if any: None.
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:  
Compliance with all applicable development standards.

Evaluation for  
Agency Use  
Only

## 9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing.  
No residential uses proposed at this time.
- b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing.  
None.
- c. Proposed measures to reduce or control housing impacts, if any:  
N/A.

## 10. Aesthetics

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- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

This is a non-project action, thus specifics are unknown at this time. All buildings will comply with the maximum building height limitation of the underlying zone.

- b. What views in the immediate vicinity would be altered or obstructed?

Views of the subject property could be altered from undeveloped to developed condition if additional buildings are constructed in the future.

- c. Proposed measures to reduce or control aesthetic impacts, if any The property owner intends to retain as much of the existing vegetation as practical based on future land uses and infrastructure. Landscaping, building setbacks, and maximum building height will be in accordance with the Spokane City Municipal Code.

## 11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

There will be exterior lighting during non-daylight hours.

- b. Could light or glare from the finished project be a safety hazard or interfere with views? None anticipated.

- c. What existing off-site sources of light or glare may affect your proposal? None.

- d. Proposed measures to reduce or control light and glare impacts, if any: Unknown at this time. All lighting will be shielded and directed in accordance with the Spokane Municipal Code.

Evaluation for  
Agency Use  
Only

## 12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

Finch Arboretum is located approximately ½ mile east of the subject property and the Indian Canyon Golf Course is also in close proximity to the property. A volleyball court is located on the property for employee use.

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- b. Would the proposed project displace any existing recreational uses? If so, describe.

No.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Not applicable.

### 13. Historic and cultural preservation

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.

None known.

- b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site.

None.

- c. Proposed measures to reduce or control impacts, if any:

Not applicable.

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Only

### 14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system.

Show on site plans, if any. Access to the property is from Sunset Highway to Rustle Street.

- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

Yes. Spokane Transit Authority (STA) currently provides regular service to the area via Route 61, with a stop at Sunset Highway & Rustle.

- c. How many parking spaces would the completed project have? How many would the project eliminate?

Parking will be developed according to City Code. No parking will be eliminated, but some will be converted from passenger vehicle stalls to parking for rental trucks and equipment.

- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including

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driveways? If so, generally describe (indicate whether public or private). No.

- e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe.

Not in the immediate vicinity of rail or air; however, the Spokane International Airport is located approximately 3 miles west of the property and a railroad line is located approximately 1 mile from the property.

- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur.

This is a non-project action, thus specifics are unknown at this time.

Current PM peak\_\_\_\_; AM Peak\_\_\_\_; Weekday\_\_\_\_\_.

- g. Proposed measures to reduce or control transportation impacts, if any: Unknown at this time, as mitigation will be based on the specific uses proposed, during the building permit and SEPA review process.

Evaluation for  
Agency Use  
Only

## 15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.

There will be minimal impact. The property is currently served by City fire and police. Future needs will be based upon land uses that are developed on the site.

- b. Proposed measures to reduce or control direct impacts on public services, if any:

Transportation mitigation may be required based on traffic volumes generate; however, the proposed uses are anticipated to generate LESS traffic than what could be generated with other retail or office uses in either the current or requested zone. Property taxes, revenue and fees from the commercial, business will offset other impacts on public services.

## 16. Utilities

- a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other. \_\_\_\_\_

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PROJECT: 11-11-11-11-11



- b. Describe the utilities that are proposed for the project, the utility providing the service and the general construction activities on the site or in the immediate vicinity which might be needed.

All utilities are available. Water and sewer will be provided by the City of Spokane. Electricity and natural gas will be provided by Avista.

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### C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency must withdraw any determination of Non-significance that it might issue in reliance upon this checklist.

Date: 10-30-2017

Signature: \_\_\_\_\_

**Please Print or Type:**

Proponent: Manny Mandez- U-Haul Company Address: 1616 S. Rustle Street, Spokane WA 99201

Phone: (509) 290-8481

Person completing form (if different from proponent):

STACY BJORDAHL

Address: 159 S. Lincoln Street, Suite 225, Spokane WA 99201

Phone: (509) 252-5066

#### FOR STAFF USE ONLY

Staff member(s) reviewing checklist: \_\_\_\_\_

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☐ A. there are no probable significant adverse impacts and recommends a Determination of Non-significance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Non-significance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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#### D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

*(Do not use this sheet for project actions)*

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage or release of toxic or hazardous substances; or production of noise?

No significant increase in discharge anticipated.

Proposed measures to avoid or reduce such increases are:

Compliance with applicable discharge standards.

2. How would the proposal be likely to affect plants, animals, fish or marine life?

NA-Not applicable. This is a non-project action; however, it is noted that site vegetation will be removed as necessary to accommodate future development.

Proposed measures to protect or conserve plants, animals, fish or marine life are:

NA- Not applicable.

3. How would the proposal be likely to deplete energy or natural resources?

NA-Not applicable.

Proposed measures to protect or conserve energy and natural resources are:

Compliance with energy codes.

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4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?

NA-Not applicable. This is a Non-Project Action.

---

Proposed measures to protect such resources or to avoid or reduce impacts are:

NA-Not applicable.

- 
5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

NA-not applicable.

---

Proposed measures to avoid or reduce shoreline and land use impacts are:

NA-Not applicable.

- 
6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Traffic impacts will be studied at the time of development and mitigated as appropriate. Other public services and utilities will be utilized. The area is planned for urban growth and existing utilities should be sized to handle additional demands as the property is developed.

Proposed measures to reduce or respond to such demand(s) are:

Compliance with applicable codes and standards.

- 
7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

No conflicts are anticipated.

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PLA

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency may withdraw any Determination of Non-significance that it might issue in reliance upon this checklist.

Date: 10-30-2017

Signature: \_\_\_\_\_

MANUEL E. MENDEZ III

**Please Print or Type:**

Proponent: Manny Mendez- U-Haul Company Address: 1616 S. Rustle Street, Spokane WA 99201

Phone: 509) 290-8481

Person completing form (if different from proponent):

STACY BJORDAHL

Address: 159 S. Lincoln Street, Suite 225, Spokane WA 99201

Phone: (509) 252-5066

**FOR STAFF USE ONLY**

Staff member(s) reviewing checklist: \_\_\_\_\_

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

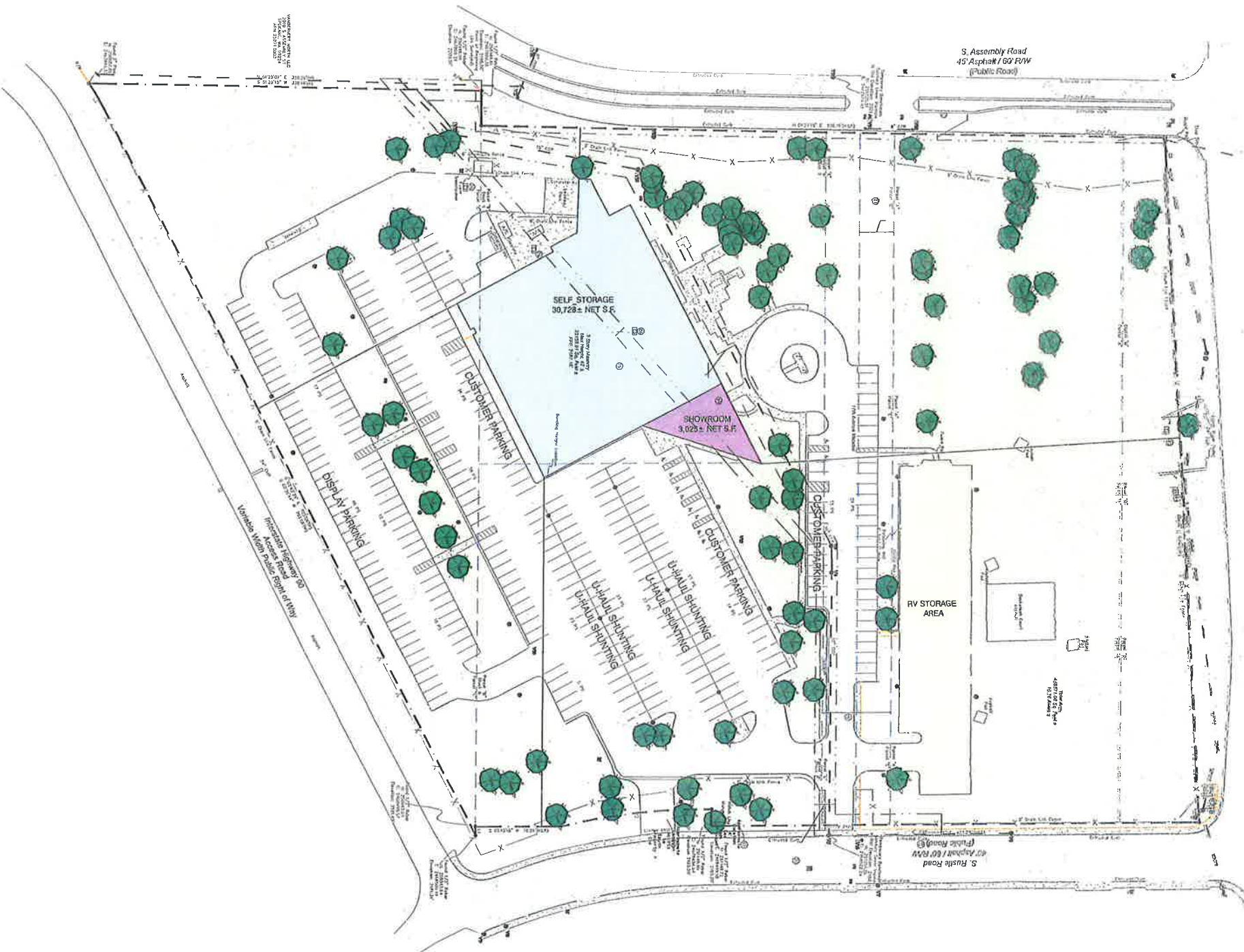
- A. ☐ there are no probable significant adverse impacts and recommends a Determination of Non-significance.
- B. ☐ probable significant adverse impacts do exist for the current proposal and recommends a Mitigated Determination of Non-significance with conditions.
- C. ☐ there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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Applicant: U-Haul  
Contact: Manny Mendez, President  
1616 S. Rustle Road  
Spokane WA 99201  
(509) 290-8481

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SCALE: 1" = 50'

AERIAL

N.T.S.

VICINITY MAP

N.T.S.

City: City of Spokane  
Address: 1616 S. Rustle Rd, Spokane, WA 99224  
Existing Zoning: CR-70  
Truck & Trailer Rental: Not Permitted  
Self-Storage: Not Permitted  
Proposed Use: Warehouse, Self-Storage, Equip. Rental & Retail / Showroom  
Lot Area: 115,741 sq. ft.  
Building Area: 343,755 sq. ft.  
General Retail - Showroom: 3,025 SF  
Self-Storage: 30,728 SF  
Building Average Height: 42 ± FT

Proposed Setbacks Required  
Front: 10'  
Side: 10' abutting R zone/ 0' abutting C  
Rear: 0'

Parking Spaces	Required	Provided
Proposed Uses		
General Retail - 150' / 2005 GFA	16	
Self-Storage - 150' / 1,000 Sq. Ft. GFA	9	
For Self-Storage: 150' / 1,000 Sq. Ft. GFA, Then 150' / 1,000 Sq. Ft. of GFA, Then 150' / 1,000 Sq. Ft. of GFA		
Total Spaces	25	373

Total Parking Spaces includes 10 ADA Parking Spaces.

ZONING

SHEET NOTES:

REVISIONS:

PROFESSIONAL SEAL:  
PRELIMINARY DOCUMENTS,  
NOT FOR CONSTRUCTION,  
FOR INFORMATION ONLY

ARCHITECT LOGO:

AMERCO  
REAL ESTATE COMPANY

CONSTRUCTION DEPARTMENT  
2727 NORTH CENTRAL AVENUE  
PHOENIX, ARIZONA 85004  
P: (602) 263-6502

SITE ADDRESS:  
U-HAUL AT SUNSET BLVD  
1616 RUSTLE RD  
SPOKANE, WA 99224

SHEET CONTENTS:

CONCEPT  
SITE PLAN

703071

DRAWN: HRK  
CHECKED: PB  
DATE: 10/25/17  
SP-1  
SPOKANE1A.DWG

### Summary of Neighborhood Council Outreach

U-Haul purchased the 11-acre subject property in March of this year and started to occupy the building in April. The property is located in the West Hills neighborhood.

The first West Hills neighborhood meeting was attended in August by Manny Mendez (President) and John Rutherford (a U-Haul owner's rep for property development) and was a simple introduction to meet the group. Everyone signed their names for attendance purposes and each stood up and introduced themselves. Mr. Mendez made it clear that as the new owner of the property on 1616 Rustle Road that their intent was to develop a U-Haul center.

U-Haul, through Mr. Rutherford, attended the October West Hills meeting. Mr. Rutherford provided a copy of U-Haul's "Partners for a Dynamic Community" booklet to Bridget Walden, the chairperson.

West Hills understands that U-Haul is in the process of seeking a rezone and their feedback has been positive regarding a U-Haul center in the area. Mr. Mendez plans to make a formal presentation of the proposed U-Haul center at a future meeting.

Last, U-Haul has offered the use of its building to hold future neighborhood council meetings as it wants to be part of the community.

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## NONPROJECT DETERMINATION OF NONSIGNIFICANCE

**FILE NO(S):** Z17-624COMP

**PROPONENT:** Manny Mendez, U-Haul Company

**DESCRIPTION OF PROPOSAL:** This proposal is to amend the Comprehensive Plan land use map designation of twelve parcels from "Office" to "Commercial". If approved, the parcels would be zoned General Commercial with a 70-foot height limit and could be developed consistent with commercial business and other uses permitted within that zoning category. The approximate size of the proposal is 468,706 square feet (10.76 acres). No specific development proposal is being approved at this time.

**LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:**

The site address is 1616 S. Rustle Street, located south of Sunset Highway and west of S. Rustle Street

The site consists of twelve parcels, the numbers are 25262.0901, 25262.0506, 25262.0404, 25262.0504, 25262.0502, 25262.0503, 25262.0903, 25262.0802, 25262.0803, 25262.0801, 25262.0902, 25262.2212

Legal Description: Parcel Number: For Parcel 25262.0901: GARDENSPRINGS L1 THRU 4 B9; L2-3&4 SUBJ TO USA SEWER PIP ELN ESMT INC S1/2 OF VAC 17TH AVE N OF & ADJ L1 – for the full legal description of all Parcels see Attachment A.

**LEAD AGENCY:** City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- [ ] There is no comment period for this DNS.
- [ ] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- [X] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 5 p.m. on September 11, 2018 if they are intended to alter the DNS.

\*\*\*\*\*

**Responsible Official:** Heather Trautman

**Position/Title:** Director, Planning Services **Phone:** (509) 625-6300

**Address:** 808 W. Spokane Falls Blvd., Spokane, WA 99201

**Date Issued:** August 28, 2018 **Signature:** 

\*\*\*\*\*

**APPEAL OF THIS DETERMINATION**, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on September 18, 2018 (21 days from the date of the signing of this DNS). This appeal must be on forms provided by the Responsible Official, make specific factual objections, and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

\*\*\*\*\*

# **ENVIRONMENTAL CHECKLIST**

## **SPOKANE ENVIRONMENTAL ORDINANCE**

### **SECTION 11.10.230(1)**

*Revised May 31, 2013*

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PLANNING & DEVELOPMENT

## Environmental Checklist

File No. \_\_\_\_\_

### Purpose of Checklist:

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

### Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

### Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

## 2. Name of Applicant:

Manny Mendez  
U-Haul Company

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**3. Address and phone number of applicant or contact person:**

Stacy A. Bjordahl  
Parsons/Burnett/Bjordahl/Hume LLP  
159 S. Lincoln, Suite 225  
Spokane WA 99201  
T: (509) 252-5066

**A. BACKGROUND**

1. Name of proposed project, if applicable:  
Comprehensive Plan Amendment for approximately 11 acres of land from Office Retail -70 to General Commercial-70 for property generally located at 1616 S Rustle in the City of Spokane, with implementing zone change to GC.
2. Name of applicant: U-Haul Company
3. Address and phone number of applicant or contact person:  
  
Stacy A. Bjordahl  
Parsons/Burnett/Bjordahl/Hume LLP  
159 S. Lincoln, Suite 225  
Spokane WA 99201  
T: (509) 252-5066
4. Date checklist prepared: October 10, 2017
5. Agency requesting checklist: City of Spokane, Planning Services Department
6. Proposed timing or schedule (including phasing, if applicable): Comprehensive Plan Amendment and rezone: 2017-2018; development 2019
7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.  
Following the comprehensive plan amendment and rezone approval, the applicant will apply for any building permits required for modifications to the existing building and/or for future commercial use of the vacant portions of the property.  
  
b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain.  
No.
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to his proposal.  
None known.

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9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

City of Spokane will review other comprehensive plan amendment applications concurrently with this application.

10. List any government approvals or permits that will be needed for your proposal, if known.

City Plan Commission and City Council approval of Comp Plan Amendment and implementing zone classification.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.

Proposal includes a Land Use Map change from Office Retail -70 to General Commerical-70 with implementing zone classification of GC. The site consists of approximately 11 acres and currently has an 86,000 square foot office building and paved parking lot.

12. Location of the proposal. Give sufficient information to a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist.

The subject property is located north of Interstate-90, west of Rustle Street, east of Assembly and south of Sunset Highway, in Section 26, Township 25, Range 42 EWM. The site address is 1616 S. Rustle Street, Spokane Washington.

13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.)

The proposed action lies within the City of Spokane and the Aquifer Sensitive Area. The existing office building on site is connected to City sewer.

14. The following questions supplement Part A.

a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

- (1) Describe any systems, other than those designed for the disposal of sanitary waste, installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).

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- (2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

Unlikely. This is a non-project action. Any future site development will incorporate typical uses compatible with GC zone as outlined in City of Spokane Municipal Code.

- (3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

Future site development will meet all applicable permitting standards for groundwater protection.

- (4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

None anticipated. Future site development will meet all applicable permitting standards for groundwater protection.

b. Stormwater

- (1) What are the depths on the site to groundwater and to bedrock (if known)?

Unknown at this time.

- (2) Will stormwater be discharged into the ground? If so, describe any potential impacts?

Any additional stormwater generated by future construction or improvements will be handled in accordance with the Spokane City Standards.

TO BE COMPLETED BY APPLICANT

**B. ENVIRONMENTAL ELEMENTS**

Evaluation for  
Agency Use  
Only

**1. Earth**

- a. General description of the site (circle one): *flat, rolling, hilly, steep slopes, mountains, other.* Generally considered flat, but site does slope from south to north.
- b. What is the steepest slope on the site (approximate percent slope)? Approximately 5 %
- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know

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the classification of agricultural soils, specify them and note any prime farmland.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. No.
- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill:  
This is a non-project action, thus specifics are unknown at this time.
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.  
Based on existing site development, soils and slope, erosion is not likely.
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? This is a non-project action, thus specifics are unknown at this time
- h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: Conformance with Spokane erosion control standards.

## 2. Air

- a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.  
Site is currently occupied by U-Haul for its corporate offices and is not impacted by emissions. Future emissions are unknown at this time, but expect auto emissions and some dust during any future construction activities.
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.  
No, other than auto emissions.
- c. Proposed measures to reduce or control emissions or other impacts to air, if any:  
Conformance to all applicable local, state, and federal emission control requirements.

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### 3. Water

#### a. SURFACE:

- (1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.  
No.
- (2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.  
No.
- (3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.  
Not applicable.
- (4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.  
No.
- (5) Does the proposal lie within a 100-year floodplain? No. If so, note location on the site plan.  
Not applicable.
- (6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.  
No.

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Agency Use  
Only

#### b. GROUND:

- (1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.  
No.

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- (2) Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve.

None.

c. WATER RUNOFF (INCLUDING STORMWATER):

- (1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

The only runoff anticipated at this time is stormwater. Future additional quantities and design are unknown at this time.

- (2) Could waste materials enter ground or surface waters? If so, generally describe.

No. The project will be on public sewer and there are no surface waters nearby.

- d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water impacts, if any.

Conformance to all applicable design standards and requirements.

Evaluation for  
Agency Use  
Only

4. Plants

- a. Check or circle type of vegetation found on the site:

☒ Deciduous tree: alder, maple, aspen, other.

☒ Evergreen tree: fir, cedar, pine, other.

☒ Shrubs

☒ Grass

☐ Pasture

☐ Crop or grain

☐ Wet soil plants, cattail, buttercup, bullrush, skunk cabbage, other.

☐ Water plants: water lilly, eelgrass, milfoil, other.

☒ Other types of vegetation. (Ornamental)

- b. What kind and amount of vegetation will be removed or altered? Unknown at this time.

- c. List threatened or endangered species known to be on or near the site. None known.

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- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: Unknown at this time. All future landscaping will be designed and installed in accordance with the Spokane City Municipal Code.

## 5. Animals

- a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:  
birds: hawk, heron, eagle, songbirds, other: mammals:  
cows, bear, elk, beaver, *other*.  
fish: bass, salmon, trout, herring, shellfish, other: \_\_\_\_\_  
other: \_\_\_\_\_
- b. List any threatened or endangered species known to be on or near the site.  
None Known.
- c. Is the site part of a migration route? If so, explain. No.
- d. Proposed measures to preserve or enhance wildlife, if any: Unknown at this time.

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Agency Use  
Only

## 6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.  
Electricity and natural gas will be used.
- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.  
Applicant is unaware of any solar energy used by adjacent properties, thus no impacts are anticipated.
- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:  
Project will comply with State Energy Code.

## 7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion,

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spill, or hazardous waste that could occur as a result of this proposal? If so, describe.

Not likely based on the type of land uses allowed in the GC zone.

Evaluation for  
Agency Use  
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- (1) Describe special emergency services that might be required.  
Services will be typical for uses associated with GC zone.

- (2) Proposed measures to reduce or control environmental health hazards, if any:  
Not applicable.

b. NOISE:

- (1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

There is noise associated with the traffic along Sunset Highway and Interstate-90, but it is not expected to impact any future project. There is also aircraft noise from Spokane International Airport, but is not expected to impact any future development of the site.

- (2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Construction traffic and equipment noise are anticipated during any future construction that may take place. Long-term noise will be typical of commercial and office uses.

- (3) Proposed measure to reduce or control noise impacts, if any:

Conformance with all applicable noise standards. Specific mitigation, if necessary, is unknown at this time. Construction activities will be limited to daytime hours.

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties?

Site is developed with an 86,000 square foot office building and paved parking lot. The remainder is undeveloped. The adjacent properties are developed with hotel, office, restaurant and other commercial uses.

- b. Has the site been used for agriculture? If so, describe.

No.

- c. Describe any structures on the site.

Two-story office building.

- d. Will any structures be demolished? If so, which?

No.

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- e. What is the current zoning classification of the site? Office Retail -70.
- f. What is the current comprehensive plan designation of the site? Office Retail
- g. If applicable, what is the current shoreline master program designation of the site?  
Not applicable.
- h. Has any part of the site been classified as a critical area? If so, specify.  
No.
- i. Approximately how many people would reside or work in the completed project?  
This is a non-project action, thus specifics are unknown at this time.
- j. Approximately how many people would the completed project displace? None.
- k. Proposed measures to avoid or reduce displacement impacts, if any: None.
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:  
Compliance with all applicable development standards.

Evaluation for  
Agency Use  
Only

## 9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing.  
No residential uses proposed at this time.
- b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing.  
None.
- c. Proposed measures to reduce or control housing impacts, if any:  
N/A.

## 10. Aesthetics

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- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

This is a non-project action, thus specifics are unknown at this time. All buildings will comply with the maximum building height limitation of the underlying zone.

- b. What views in the immediate vicinity would be altered or obstructed?

Views of the subject property could be altered from undeveloped to developed condition if additional buildings are constructed in the future.

- c. Proposed measures to reduce or control aesthetic impacts, if any The property owner intends to retain as much of the existing vegetation as practical based on future land uses and infrastructure. Landscaping, building setbacks, and maximum building height will be in accordance with the Spokane City Municipal Code.

## 11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

There will be exterior lighting during non-daylight hours.

- b. Could light or glare from the finished project be a safety hazard or interfere with views? None anticipated.

- c. What existing off-site sources of light or glare may affect your proposal? None.

- d. Proposed measures to reduce or control light and glare impacts, if any: Unknown at this time. All lighting will be shielded and directed in accordance with the Spokane Municipal Code.

Evaluation for  
Agency Use  
Only

## 12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

Finch Arboretum is located approximately ½ mile east of the subject property and the Indian Canyon Golf Course is also in close proximity to the property. A volleyball court is located on the property for employee use.

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- b. Would the proposed project displace any existing recreational uses? If so, describe.

No.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Not applicable.

### 13. Historic and cultural preservation

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.

None known.

- b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site.

None.

- c. Proposed measures to reduce or control impacts, if any:

Not applicable.

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Agency Use  
Only

### 14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system.

Show on site plans, if any. Access to the property is from Sunset Highway to Rustle Street.

- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

Yes. Spokane Transit Authority (STA) currently provides regular service to the area via Route 61, with a stop at Sunset Highway & Rustle.

- c. How many parking spaces would the completed project have? How many would the project eliminate?

Parking will be developed according to City Code. No parking will be eliminated, but some will be converted from passenger vehicle stalls to parking for rental trucks and equipment.

- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including

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driveways? If so, generally describe (indicate whether public or private). No.

- e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe.

Not in the immediate vicinity of rail or air; however, the Spokane International Airport is located approximately 3 miles west of the property and a railroad line is located approximately 1 mile from the property.

- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur.

This is a non-project action, thus specifics are unknown at this time.

Current PM peak\_\_\_\_; AM Peak\_\_\_\_; Weekday\_\_\_\_\_.

- g. Proposed measures to reduce or control transportation impacts, if any: Unknown at this time, as mitigation will be based on the specific uses proposed, during the building permit and SEPA review process.

Evaluation for  
Agency Use  
Only

## 15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.

There will be minimal impact. The property is currently served by City fire and police. Future needs will be based upon land uses that are developed on the site.

- b. Proposed measures to reduce or control direct impacts on public services, if any:

Transportation mitigation may be required based on traffic volumes generate; however, the proposed uses are anticipated to generate LESS traffic than what could be generated with other retail or office uses in either the current or requested zone. Property taxes, revenue and fees from the commercial, business will offset other impacts on public services.

## 16. Utilities

- a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other. \_\_\_\_\_

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PROJECT: 11-11-11-11-11

- b. Describe the utilities that are proposed for the project, the utility providing the service and the general construction activities on the site or in the immediate vicinity which might be needed.

All utilities are available. Water and sewer will be provided by the City of Spokane. Electricity and natural gas will be provided by Avista.

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### C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency must withdraw any determination of Non-significance that it might issue in reliance upon this checklist.

Date: 10-30-2017

Signature: \_\_\_\_\_

**Please Print or Type:**

Proponent: Manny Mandez- U-Haul Company Address: 1616 S. Rustle Street, Spokane WA 99201

Phone: (509) 290-8481

Person completing form (if different from proponent):

STACY BJORDAHL

Address: 159 S. Lincoln Street, Suite 225, Spokane WA 99201

Phone: (509) 252-5066

#### FOR STAFF USE ONLY

Staff member(s) reviewing checklist: \_\_\_\_\_

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☐ A. there are no probable significant adverse impacts and recommends a Determination of Non-significance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Non-significance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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**D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS**  
**(Do not use this sheet for project actions)**

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage or release of toxic or hazardous substances; or production of noise?  
No significant increase in discharge anticipated.

Proposed measures to avoid or reduce such increases are:  
Compliance with applicable discharge standards.

2. How would the proposal be likely to affect plants, animals, fish or marine life?  
NA-Not applicable. This is a non-project action; however, it is noted that site vegetation will be removed as necessary to accommodate future development.

Proposed measures to protect or conserve plants, animals, fish or marine life are:  
NA- Not applicable.

3. How would the proposal be likely to deplete energy or natural resources?  
NA-Not applicable.

Proposed measures to protect or conserve energy and natural resources are:  
Compliance with energy codes.

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PLANNING & DEVELOPMENT

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?

NA-Not applicable. This is a Non-Project Action.

---

Proposed measures to protect such resources or to avoid or reduce impacts are:

NA-Not applicable.

- 
5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

NA-not applicable.

---

Proposed measures to avoid or reduce shoreline and land use impacts are:

NA-Not applicable.

- 
6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Traffic impacts will be studied at the time of development and mitigated as appropriate. Other public services and utilities will be utilized. The area is planned for urban growth and existing utilities should be sized to handle additional demands as the property is developed.

Proposed measures to reduce or respond to such demand(s) are:

Compliance with applicable codes and standards.

- 
7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

No conflicts are anticipated.

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PLA: [illegible]

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency may withdraw any Determination of Non-significance that it might issue in reliance upon this checklist.

Date: 10-30-2017

Signature: \_\_\_\_\_

MANUEL E. MENDEZ III

**Please Print or Type:**

Proponent: Manny Mendez- U-Haul Company Address: 1616 S. Rustle Street, Spokane WA 99201

Phone: 509) 290-8481

Person completing form (if different from proponent):

STACY BJORDAHL

Address: 159 S. Lincoln Street, Suite 225, Spokane WA 99201

Phone: (509) 252-5066

**FOR STAFF USE ONLY**

Staff member(s) reviewing checklist: \_\_\_\_\_

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- A. ☐ there are no probable significant adverse impacts and recommends a Determination of Non-significance.
- B. ☐ probable significant adverse impacts do exist for the current proposal and recommends a Mitigated Determination of Non-significance with conditions.
- C. ☐ there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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**Agenda Sheet for City Council Meeting of:**  
10/29/2018

<b>Date Rec'd</b>	10/15/2018
<b>Clerk's File #</b>	ORD C35690
<b>Renews #</b>	

<b>Submitting Dept</b>	PLANNING	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	TIRRELL BLACK 625-6185	<b>Project #</b>	
<b>Contact E-Mail</b>	TBLACK@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0650 - CLANTON FAMILY, LLC LAND USE PLAN MAP AMENDMENT		

**Agenda Wording**

Clanton Family, LLC) is to amend the land use plan map for three parcels located on the SE corner of West 6th Avenue and South Stevens St. from "office" to "general commercial"; the size is approximately 0.68 acres.

**Summary (Background)**

AN ORDINANCE RELATING TO APPLICATION MADE BY CLANTON FAMILY LLC, PLANNING FILE #Z17-621COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "OFFICE" TO "GENERAL COMMERCIAL" FOR APPROXIMATELY 0.68 ACRES TOTAL DESCRIBED AS: LOTS 1-4, BLOCK 93, SECOND ADDITION TO RAILROAD ADDITION TO SPOKANE FALLS; AND AMENDING THE ZONING MAP FROM "OFFICE RETAIL (OR-150)" TO "COMMUNITY BUSINESS (CB-150)."

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

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

Approvals		Council Notifications	
<u>Dept Head</u>	TRAUTMAN, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	TRAUTMAN, HEATHER	<u>Other</u>	Plan Commission Mtg

<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	RICHMAN, JAMES	tblack@spokanecity.org
<b><u>For the Mayor</u></b>	SANDERS, THERESA	htrautman@spokanecity.org

<b><u>Additional Approvals</u></b>	dkinder@spokanecity.org
<b><u>Purchasing</u></b>	sbishop@spokanecity.org


## ORDINANCE C35690

AN ORDINANCE RELATING TO APPLICATION MADE BY CLANTON FAMILY LLC, PLANNING FILE #Z17-621COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "OFFICE" TO "GENERAL COMMERCIAL" FOR APPROXIMATELY 0.68 ACRES TOTAL DESCRIBED AS: LOTS 1-4, BLOCK 93, SECOND ADDITION TO RAILROAD ADDITION TO SPOKANE FALLS; AND AMENDING THE ZONING MAP FROM "OFFICE RETAIL (OR-150)" TO "COMMUNITY BUSINESS (CB-150)."

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z17-621COMP was timely submitted to the City for consideration during the City's 2017/2018 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z17-621COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Office" to "General Commercial" for 0.68 acres of the subject properties. If approved, the implementing zoning designation requested is "Community Business (CB-150)"; and

WHEREAS, staff requested comments from agencies and departments on April 20, 2018, and a public comment period ran from May 29, 2018 to July 27, 2018; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on September 19, 2018; and

WHEREAS, the Spokane City Plan Commission held a substantive workshop regarding the proposed Comprehensive Plan amendment on July 11, 2018; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 28, 2018 for the Comprehensive Land Use Plan Map and Zoning Map changes ("DNS"). The public comment period for the SEPA determination ended on September 11, 2018; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the September 12, 2018 Plan Commission Public Hearing was published on August 29, 2018 and September 5, 2018; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on August 29, 2018; and

WHEREAS, the staff report for Application Z17-621COMP reviewed all the criteria relevant to consideration of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on September 12, 2018 for the Application Z17-621COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z17-621COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 9 to 1 to recommend approval of Application Z17-621COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z17-621COMP is approved.
2. Amendment of Land Use Map. The Spokane Comprehensive Plan Land Use Plan Map is amended from "Office" to "General Commercial" for 0.68 acres, as shown in Exhibit A.
3. Amendment of Zoning Map. The City of Spokane Zoning Map is amended from "Office Retail (OR-150)" to "Community Business (CB-150)" for this same area, as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2018.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

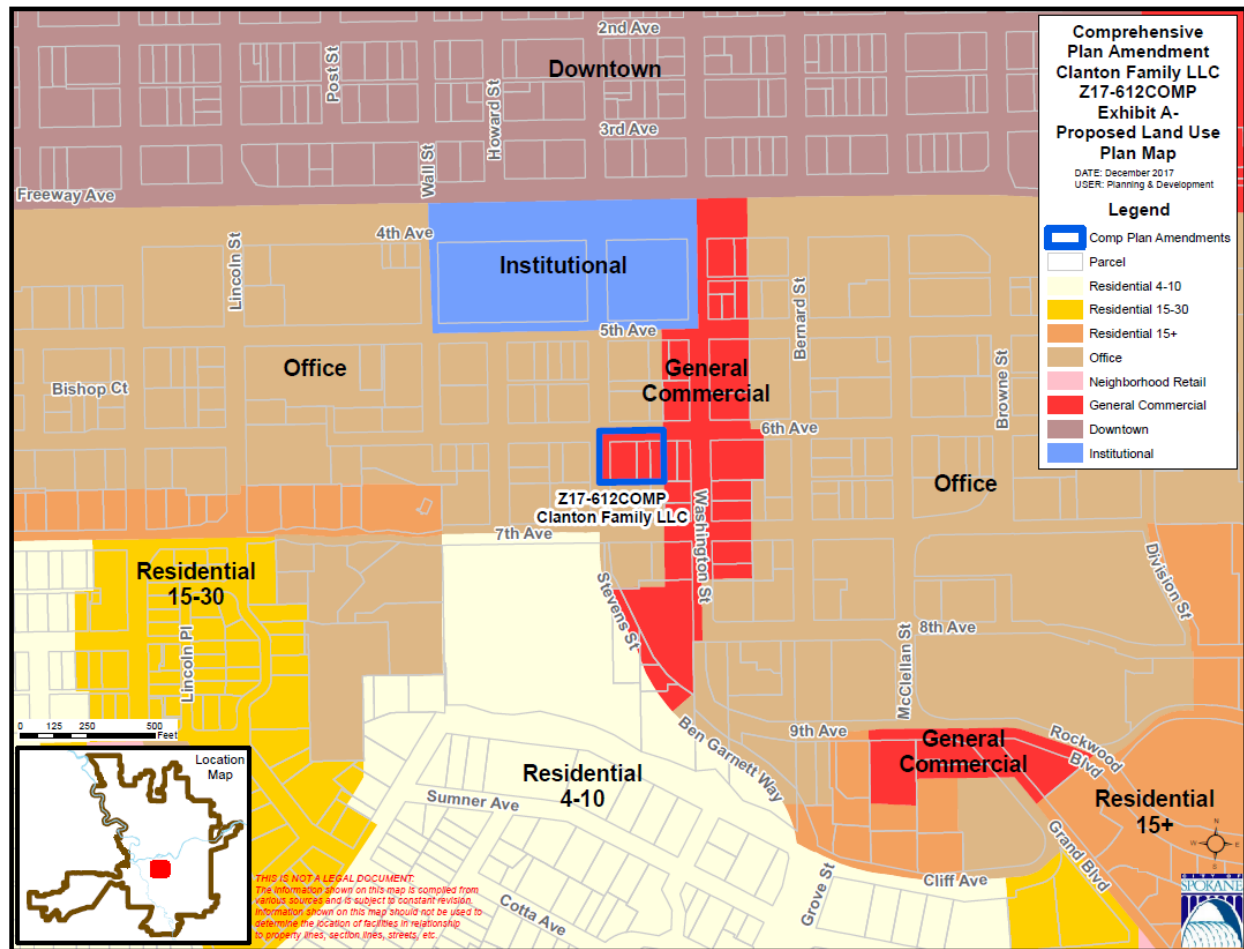
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

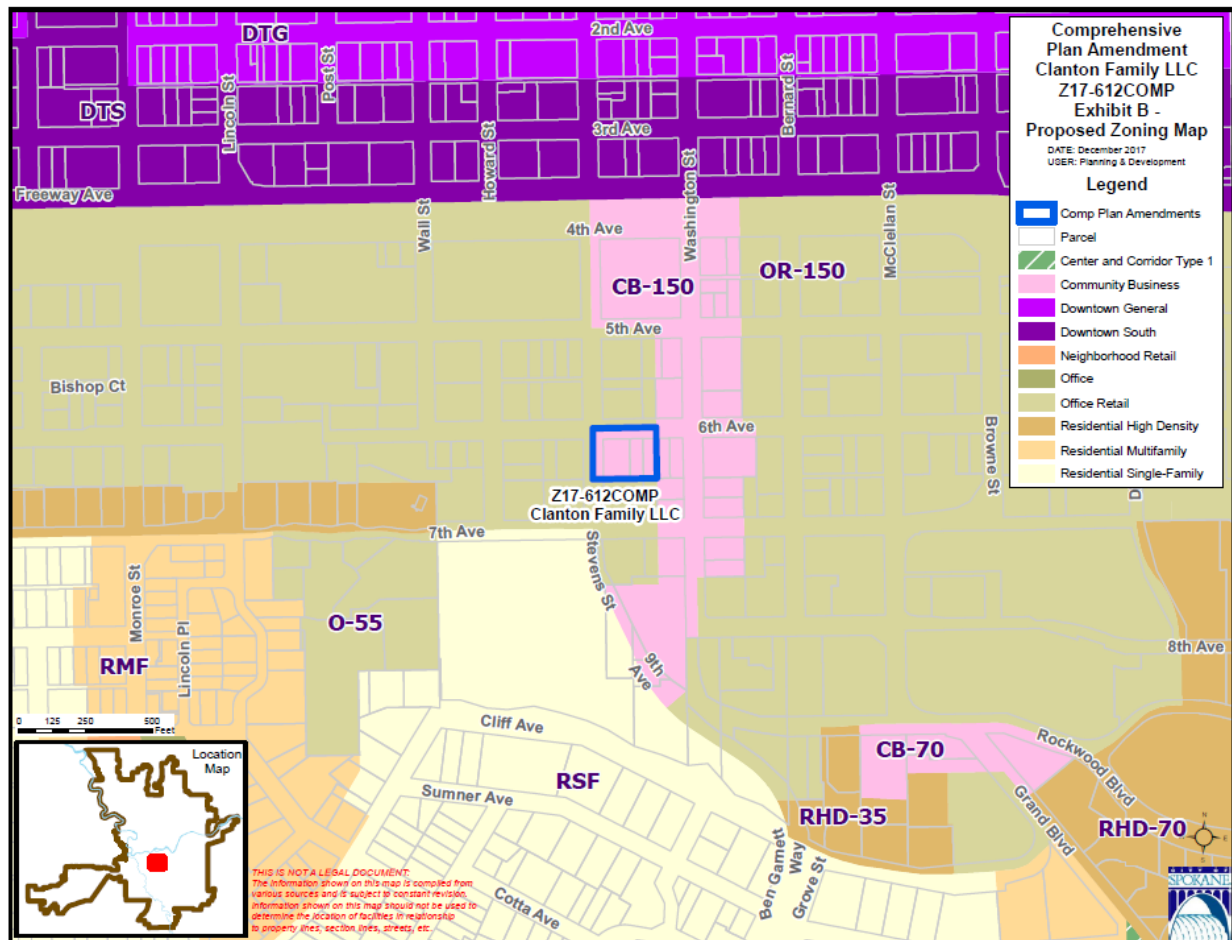
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Effective Date



# Exhibit A



## Exhibit B



## **Plan Commission Findings**

**Spokane Plan Commission Findings of Fact, Conclusions,  
and Recommendations on the Comprehensive Plan Land Use  
Plan Map Amendment File No. Z2017-621COMP  
(CLANTON FAMILY LLC)**

**A Recommendation of the Spokane Plan Commission to the City Council to APPROVE the Comprehensive Plan Amendment application seeking to amend the land use plan map designation from “Office” to “General Commercial” for a .69 acre area located at the intersection of West 6<sup>th</sup> Avenue and South Stevens Street. The implementing zoning designation requested is to change to Community Business with 150 foot height limit (CB-150).**

**FINDINGS OF FACT:**

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).
- B. Under GMA, comprehensive plans generally may be amended no more frequently than once a year, and all amendment proposals must be considered concurrently in order to evaluate for their cumulative effect.
- C. Amendment application Z2017-621COMP (the “Application”) was timely submitted for review during the City’s 2017/2018 amendment cycle.
- D. The Application seeks to amend the land use designation for a .69 acre area located at the intersection of West 6<sup>th</sup> Avenue and South Stevens Street, near downtown Spokane (the “Property”), from “Office” to “General Commercial” with a corresponding change in zoning to Community Business with a 150-foot height limit (CB-150). The owner of the Property also owns the two parcels immediately to the east of the Property resulting in common ownership holding that spans the entire south side of West 6<sup>th</sup> Avenue between Stevens and S. Washington Street. The intersection of West 6<sup>th</sup> and Stevens and West 6<sup>th</sup> and Washington are both signalized.
- E. South Stevens Street and South Washington Street function as a couplet and the City’s 2003-2004 Traffic Flow Map shows a combined daily average of 28,400 vehicle trips on the couplet.
- F. Annual amendment applications are subject to a threshold review process to determine whether the applications will be included in the City’s Annual Comprehensive Plan Amendment Work Program.
- G. On February 7, 2018, an Ad Hoc City Council Committee reviewed the applications that had been timely submitted, and forwarded its recommendation to City Council regarding the applications.

- H. On March 26, 2018, the City Council adopted Resolution RES2018-0021 establishing the 2018 Comprehensive Plan Amendment Work Program, and including the Application in the Work Program.
- I. Thereafter, on April 20, 2018, staff requested comments from agencies and departments. No adverse comments were received from agencies or departments regarding the Application.
- J. A public comment period ran from May 28, 2018 to July 27, 2018 which provided a 60 day public comment period. The City did not receive any negative comments regarding the Application.
- K. On May 3, 2017, the Community Assembly received a presentation regarding the 2018 Comprehensive Plan Amendment Work Program and the Application, and has been provided with information regarding the dates of Plan Commission workshops and hearings.
- L. On July 11, 2018, the Spokane City Plan Commission held a workshop to study the Application.
- M. On August 28, 2018, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were issued for the Comprehensive Land Use Plan Map and Zoning Map changes, including the Application. The deadline to appeal the SEPA determination was September 11, 2018.
- N. On September 19, 2018, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to the Comprehensive Plan.
- O. On August 29 and September 5, 2018, the City caused notice to be published in the Spokesman Review providing notice of the SEPA Checklist and Determination of Non-Significance, the Comprehensive Plan Land Use Map amendment, and announcing the September 12, 2018 Plan Commission Public Hearing.
- P. On August 29, 2018, Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property.
- Q. Prior to the Plan Commission hearing, staff prepared a report addressing SEPA and providing staff's analysis of the merits of the Application, copies of which were circulated as prescribed by SMC 17G.020.060B.8. Staff's analysis of the Application was generally favorable and suggested the Plan Commission's recommendation on the application may be contingent on the Plan Commission's interpretation of the legislative intent around Comprehensive Plan Policies 1.8 and 1.9.

- R. On September 12, 2018, the Plan Commission held a public hearing on the Application, and deliberations were continued to the Commission's September 26, 2018 meeting.
- S. Nobody testified in opposition to the Application, and the City did not receive any adverse comments from the public or otherwise regarding the Application. A neighboring property owner testified in support of the Application.
- T. As a result of the City's efforts, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
- U. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the Application (the "Staff Report").
- V. Comprehensive Plan Chapter 2, Implementation, Section 2.3 provides:

This section establishes a process to ensure the Plan functions as a living document, advancing the long range vision for the community, while also being responsive to changing conditions. The intended outcomes of these matrices are:

. . . . .

Ensure the Plan is a living document, capable of responding to changing conditions and expanding information.

- W. The Plan Commission finds that as a couplet, Stevens and Washington function as single arterial for purposes of Comprehensive Plan Policy LU 1.8, General Commercial Uses, and that to the extent LU 1.8 applies to the Application it is entitled to the exception recognized in that policy for expansion of an existing commercial designation at the signalized intersection of at least one principal street which as of September 2, 2003, had traffic at volumes greater than 20,000 vehicular trips a day.
- X. With respect to Comprehensive Plan Policy LU 1.9, the Plan Commission finds that approval of the Application will not impact the economic viability of the City's downtown and that the benefits to the City of commercial development on the Property, including increased sales and property taxes, would outweigh any potential or perceived impacts on downtown Spokane.

## **CONCLUSIONS:**

Based upon the application materials, technical studies, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), SEPA review, agency and public comments received, and public testimony presented

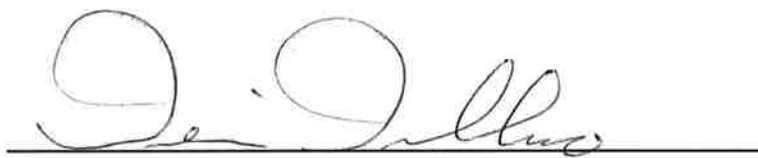
regarding the Application File No. Z2017-621COMP, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.020.030:

1. The Application was timely submitted and added to the 2018 Annual Comprehensive Plan Amendment Work Program, and the final review application was submitted as provided in SMC 17G.020.050(D).
2. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.
3. The Application is consistent with the goals and purposes of GMA.
4. Any potential infrastructure implications associated with the Application will either be mitigated through projects reflected in the City's relevant six-year capital improvement plans or through enforcement of the City's development regulations at time of development.
5. As outlined in above in the Findings of Fact, the Application is internally consistent within the meaning of SMC 17G.020.030E. The Plan Commission disagrees with the Staff Report to the extent it suggests the possibility of any inconsistency between the Application and Comprehensive Plan Policies LU 1.8 and LU 1.9.
6. The Application is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.
7. The Application has been considered simultaneously with the other proposals included in the 2018 Annual Comprehensive Plan Amendment Work Program in order to evaluate the cumulative effect of all the proposals.
8. SEPA review was completed for the Application, and pursuant to SEPA, any adverse environmental impacts associated with the Application will be mitigated by enforcement of the City's development regulations.
9. The Application will not adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.
10. The Application proposes a land use designation that is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).

11. The proposed map amendment and site is suitable for the proposed designation.
12. The map amendment would implement applicable comprehensive plan policies better than the current map designation.

**RECOMMENDATIONS:**

In the matter of Z2017-621COMP, a request by Dwight Hume, Land Use Solutions and Entitlement on behalf of Clanton Family LLC to change the land use plan designation on .69 acres of land from "Office" to "General Commercial" with a corresponding change of the implementing zoning to CB (Community Business), as based upon the above listed findings and conclusions, by a vote of 9 to 1, the Plan Commissions recommends to City Council the APPROVAL of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan, and authorized the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the Application.

A handwritten signature in dark ink, appearing to read "Dennis Dellwo", is written over a horizontal line.

**Dennis Dellwo, President**  
**Spokane Plan Commission**  
October 10, 2018



## **Staff Report**

**STAFF REPORT ON COMPREHENSIVE PLAN  
LAND USE AMENDMENT APPLICATION**

**3 lots at the southeast corner of W. 6<sup>th</sup> Avenue and South Stevens St.; File Z17-621COMP**

**I. SUMMARY OF REQUEST AND RECOMMENDATIONS:**

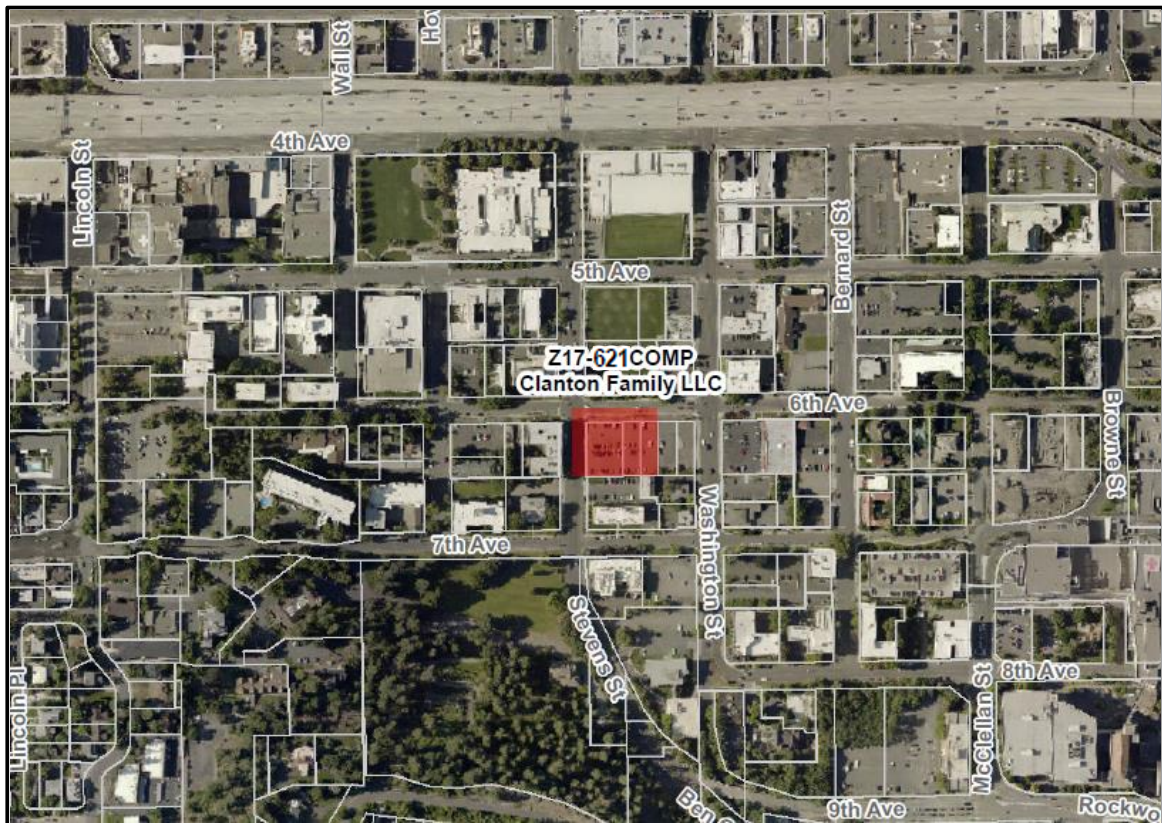
**DESCRIPTION OF PROPOSAL:**

The proposal is to change the land use of the properties from “Office” to “General Commercial” with a concurrent change in zoning from OR (Office Retail) to CB (Community Business). The subject property is approximately 30,000 square feet (0.69 acre) in size. No specific development proposal is being approved at this time.

**II. GENERAL INFORMATION**

<b>Agent:</b>	Dwight Hume, Land Use Solutions and Entitlement
<b>Applicant/Property Owner(s):</b>	Clanton Family LLC
<b>Location of Proposal:</b>	The subject site includes 3 adjoining parcels located on the southeast corner of West 6 <sup>th</sup> Avenue and South Stevens Street (parcels 35191.5101, .5102, and .5103). The concerned properties total approximately 0.69 acres.
<b>Legal Description:</b>	Lots 1-4, Block 93, Second Addition to Railroad Addition to Spokane Falls.
<b>Existing Land Use Plan Designation:</b>	“Office”
<b>Proposed Land Use Plan Designation:</b>	“General Commercial”
<b>Existing Zoning:</b>	OR-150 (Office Retail)
<b>Proposed Zoning:</b>	CB-150 (Community Business)
<b>SEPA Status:</b>	A SEPA threshold Determination of Non-Significance (DNS) was made on August 28, 2018. The appeal deadline is 5 p.m. on September 18, 2018. (see <b>Exhibit S-1</b> ).
<b>Enabling Code Section:</b>	SMC 17G.020, Comprehensive Plan Amendment Procedure.
<b>Plan Commission Hearing Date:</b>	September 12, 2018
<b>Staff Contact:</b>	Tirrell Black, Associate Planner; <a href="mailto:tblack@spokanecity.org">tblack@spokanecity.org</a>
<b>Recommendation:</b>	Pending a policy interpretation and recommendation from the Plan Commission.

### **III. BACKGROUND INFORMATION**



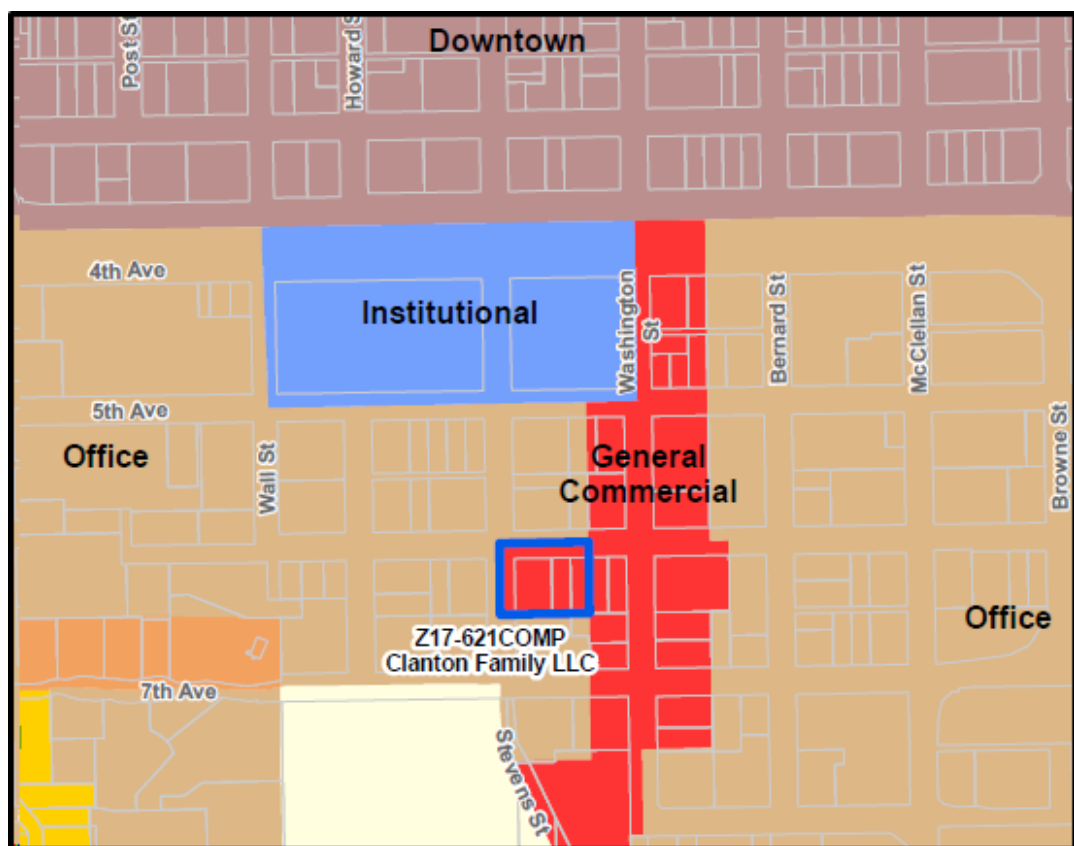
- A. Site Description:** The subject property consists of three adjoining parcels on the south side of W 6<sup>th</sup> Avenue, extending from the intersection with S Stevens Street to mid-block. The area was originally platted in 50-by-150 foot lots. The two lots at the northwest corner of the block are consolidated into a single parcel (35191.5101), and the other two parcels making up the subject property (35191.5102 and 35191.5103) remain as originally platted. Together, the three parcels making up the subject property total approximately 30,000 square feet (0.69 acres) in size. The two parcels immediately to the east are also owned by the applicant, resulting in a common ownership holding that spans the entire south side of W 6<sup>th</sup> Avenue between S Stevens Street and S Washington Street. The site slopes downward approximately five feet from the south boundary to the north frontage along 6<sup>th</sup> Avenue.

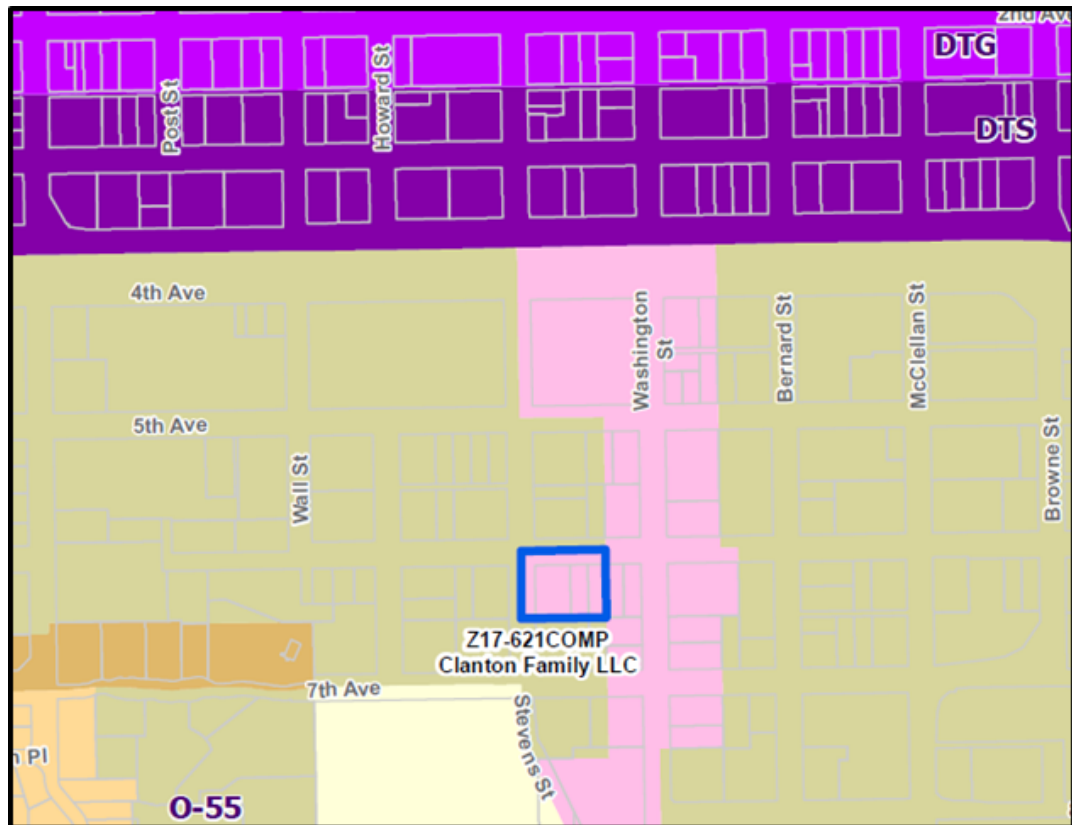
The subject property and two adjacent parcels making up the holding are currently used as a surface parking lot, taking access from a single driveway onto W 6<sup>th</sup> Avenue near the center of the block. The south half of the block is developed with a four-story apartment complex, constructed in 1958, an office building adapted from a house constructed in 1900, and a small retail building at the southeast corner of the block. Existing development in the vicinity generally consists of apartment buildings dating from the early-to-mid 1900s, and small professional office buildings, often in converted single family residences. Health care and

related professions make up a large share of the office uses in the vicinity, reflecting the presence of Deaconess Hospital approximately three blocks to the northwest and Sacred Heart Hospital two blocks to the southeast. Together, S Stevens Street and S Washington Street form a one-way couplet serving the central South Hill, providing connections to S Grand Boulevard and S Bernard Street.

**B. Project Description:** Pursuant to the procedures provided in Spokane Municipal Code Section 17G.020, “Comprehensive Plan Amendment Procedure,” the applicant is requesting a comprehensive plan land use plan map designation change from “Office” to “General Commercial.” If approved, the zoning would be changed from OR-150 (Office Retail – 150 feet) to CB-150 (Community Business – 150 feet). The applicant’s proposal does not include any specific plans for development or improvement to the property. At time of development and improvement of the site, the project would be subject to all relevant provisions of the City’s unified development code, including without limitation, Chapter 17D.010 SMC relating to concurrency.

**C. Existing Land Use Plan Map Designations with Subject Property in Blue**



D. Existing Zoning Plan Map with Subject Property in BlueE. Land Use History

The subject property was platted as Lots 1-4 of Block 93 of the Second Addition to the Railroad Addition to Spokane Falls, recorded in 1888. In the early decades of the 20<sup>th</sup> Century, a Spokane Traction Company streetcar line ran southward from downtown along Stevens Street, turning east along 6<sup>th</sup> Avenue for a single block adjacent to the subject property, and continued southward on Washington Street. Historical aerial photos indicate that as of 1958, the subject property was developed with single and multifamily residential structures, with Washington Street serving as a two-way arterial and Stevens Street providing local access prior to the development of the couplet. Zoning maps from 1958 through the early 2000s designate the subject property as RO (Residential Office), with B-2 (Community Business) zoning along Washington Street. Since the establishment of the current zoning code in 2006, the subject property has been zoned OR-150 (Office Retail with 150 foot height limit) with the historic pattern of commercial zoning on either side of Washington Street implemented by CB-150 (Community Business with 150 foot height limit) zoning.

F. Adjacent Land Uses and Improvements:

North (across W 6 <sup>th</sup> Avenue):	Office; Parks/Sports Fields (Lewis & Clark High School practice field)
South:	Office; Apartment Building
East:	General Commercial; surface parking

West (across S Stevens Street):	Office; apartment Building
---------------------------------	----------------------------

G. Transportation Improvements. The subject property lies immediately east of S Stevens Street, which is designated as a Major Arterial. S Stevens Street forms a couplet with S Washington Street, a Major Arterial one block to the east. W 6<sup>th</sup> Avenue runs along the northern boundary of the subject property and is designated as a local street, with signalized intersections at either end of the block where it intersects with Stevens Street and Washington Street. Spokane Transit Authority Route 44 provides bus service along the Stevens-Washington couplet, with 15-minute service on weekdays and hourly service on weekends between the downtown transit plaza and South Hill Park & Ride.<sup>1</sup>

H. Application Process:

- Application was submitted on October 30, 2017 and Certified Complete on April 20, 2018;
- City Council established the Annual Comprehensive Plan Amendment Work Program for 2018 by resolution (RES 2018-0021) on March 26, 2018;
- Applicant was provided Notice of Application on May 16, 2018;
- Notice of Application was posted, published, and mailed on May 29, 2018, which began a 60-day public comment period. The comment period ended July 27, 2018;
- A SEPA Determination of Non Significance was issued on August 28, 2018;
- Notice of Public Hearing was posted and mailed by August 29, 2018;
- Notice of Public Hearing was published on August 29 and September 5, 2018;
- Hearing Date is scheduled with the Plan Commission for September 12, 2018.

IV. AGENCY, INTERESTED DEPARTMENT, & PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for their review. Department and outside agency comments are included in this report as **Exhibits PA-1** through **PA-2**. Two agency/city department comments were received regarding this application:

- City of Spokane, Planning & Development, Development Services
- Spokane Tribe of Indians

Comments from the Spokane Tribe of Indians indicate that because the application does not include specific development proposals and only concerns the land use and zoning of the subject property, impacts to cultural resources are unlikely at this time. The City of Spokane Planning & Development comments indicate that existing water, sewer,

<sup>1</sup> <https://www.spokanetransit.com/routes-schedules/route/44-29th-ave>, accessed August 16, 2018.



stormwater, and transportation facilities serving the subject property are currently adequate but would need to be reviewed at the time of a future development proposal.

Notice of this proposal was also sent to the Cliff Cannon Neighborhood Council and all property owners within the notification area. Notice was posted on the subject property, in the Spokesman Review, and in the local library branch. No comments were received from property owners in the vicinity, or members of the public at large prior to the comment deadline. Cliff Cannon Neighborhood Council submitted comments raising concerns regarding items not included on the SEPA checklist submitted with the application (see **Exhibit P-1**). In response, the applicant submitted a revised SEPA checklist incorporating the resources identified in Cliff Cannon Neighborhood Council's comments.

## **V. COMPREHENSIVE PLAN AMENDMENT PROCESS GUIDING PRINCIPLES**

SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:

1. Keep the comprehensive plan alive and responsive to the community.
2. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.
3. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.
4. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.
5. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.
6. The proposed changes must result in a net benefit to the general public.

## **VI. REVIEW CRITERIA**

SMC Section 17.G.020.030 provides a list of considerations that are to be used, as appropriate, by applicants in developing amendment proposals, by planning staff in analyzing proposals, and by the plan commission and city council in making recommendations and decisions on amendment proposals. The applicable criteria are shown below in ***bold italic*** print. Following each criterion is staff analysis relative to the amendment requested.

### ***A. Regulatory Changes.***

***Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.***

**Staff Analysis:** Staff has reviewed and processed the proposed amendment in accordance with the most current regulations contained in the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent federal, state, or local legislative actions with which the proposal would be in conflict, and no comments were received to this effect from any applicable agencies receiving notice of the proposal. The proposal meets this criterion.

**B. GMA.**

***The change must be consistent with the goals and purposes of the state Growth Management Act.***

**Staff Analysis:** The Growth Management Act (GMA) details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, “Planning Goals”), and these goals guided the City’s development of its comprehensive plan and development regulations. This proposal has been reviewed for GMA compliance by staff from the Washington Department of Commerce. No comments received or other evidence in the record indicates inconsistency between the proposed plan map amendment and the goals and purposes of the GMA. The proposal meets this criterion.

**C. Financing.**

***In keeping with the GMA’s requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.***

**Staff Analysis:** The City did not require, nor did any Agency comment request or require a traffic impact analysis for the proposal. The subject property is already served by water, sewer, and transit service and lies immediately adjacent to existing local streets. Per State law, any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020. Staff finds that the proposal meets this criterion.

**D. Funding Shortfall.**

***If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.***

**Staff Analysis:** The subject property is centrally located within the City in an area well-served by urban facilities and services, and the proposal itself does not involve a specific development project. Implementation of the concurrency requirement, as well as applicable development regulations and transportation impact fees, will



ensure that development is consistent with adopted comprehensive plan and capital facilities standards, or that sufficient funding is available to mitigate any impacts to existing infrastructure networks. The proposal meets this criterion.

**E. Internal Consistency.**

- 1. The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.***

**Staff Analysis:** In addition to goals and policies set forth in each element, the Comprehensive Plan contains supporting documents that range from implementing development regulations to neighborhood and subarea plans. The proposal is internally consistent with applicable supporting documents of the Comprehensive Plan, as follows:

Development Regulations. As a non-project proposal, there are no specific plans for development of this site. Additionally, any future development on this site will be required to be consistent with the current development regulations at the time an application is submitted. The proposal does not result in any non-conforming uses or development and staff finds no reason to indicate that the proposed Comprehensive Plan Land Use Map and zone change would result in a property that cannot be reasonably development in compliance with applicable regulations.

Capital Facilities Program. As described in the staff analysis of criterion C, above, no additional infrastructure or capital expenditures by the City are anticipated for this non-project action, and it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.

Neighborhood Planning Documents Adopted After 2001. The Cliff-Cannon Neighborhood, utilizing the \$21,150 allocated by the Spokane City Council in 2007, began a planning process in 2012 as part of consortium of neighborhoods known as the South Hill Coalition. The South Hill Coalition adopted the *South Hill Coalition Connectivity and Livability Strategic Plan* in June 2014. As the document title suggests, the *Strategic Plan* focused primarily on environmental and street connectivity issues. The plan does not identify any strategies relating to the future use or development of the subject parcel, nor were any priority projects identified within or adjacent to the subject parcel. Therefore, the proposal to change the land

use designation and zoning for the subject property is internally consistent with applicable neighborhood planning documents.

Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a group of Comprehensive Plan Goals and Policies which are excerpted from the Comprehensive Plan and contained in Exhibit S-2 of this report. Further discussion of cogent Comprehensive Plan policies are included under criterion K.2 below.

***2. If a proposed amendment is significantly inconsistent with current policy within the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.***

**Staff Analysis:** As described in further detail in staff analysis of criterion K.2, below, staff believes that the proposal's consistency with Comprehensive Plan policies regarding locational criteria for General Commercial areas is contingent on an interpretation of the legislative intent behind the exemption found in Land Use Policy LU 1.8 for certain commercial areas located adjacent to principal arterials. If the Plan Commission concludes that the exemption does not apply to properties located on one-way couplets, it would seem to follow that the proposal is inconsistent with Land Use Policy LU 1.8 which represents an effort to direct new commercial land uses to Centers and Corridors. If, on the other hand, the Plan Commission concludes that the City Council intended for the exemption to apply in situations such as the applicants (i.e., to properties located on heavily traveled one-way couplets), and recommends approval of this application, for purposes of consistency going forward it may be appropriate to also recommend modifying the application to include a text amendment to LU 1.8 to clarify that it applies to properties located on heavily traveled one-way couplets.

Also described in further detail in the analysis of criterion K.2, the proposal does not appear to be consistent with Comprehensive Plan policies regarding compatibility with adjacent land uses, and concentration of higher intensity developments in designated Centers and Corridors and the Downtown Regional Center.

***F. Regional Consistency.***

***All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.***

**Staff Analysis:** The proposed change in land use designations effects a relatively small (approximately 0.69 acre) area near the center of the urbanized area, with no foreseeable implications to regional or interjurisdictional policy issues. No

comments have been received from any agency, city department, or neighboring jurisdiction which seems to indicate that this proposal is not regionally consistent. The proposal meets this criterion.

#### **G. Cumulative Effect.**

***All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.***

##### **1. Land Use Impacts.**

***In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.***

##### **2. Grouping.**

***Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.***

**Staff Analysis:** This application, along with four other applications for comprehensive plan amendments, are being reviewed concurrently, as part of an annual plan amendment cycle. The five proposals under consideration are spread throughout the city and concern properties distant from and unconnected to any of the others under consideration. Each of the five subject properties for comprehensive plan amendment proposals are separated from the others by large swaths of pre-existing urban development. The conditions and exact modification(s) of land use and zoning are not likely to affect each other in any cumulative amount. As such, it appears that no cumulative effects are possible, nor do the potential for such effects need to be analyzed. The proposal meets this criterion.

#### **H. SEPA.**

***SEPA review must be completed on all amendment proposals and is described in chapter 17.E.050.***

##### **1. Grouping.**

***When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.***

**2. DS.**

***If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).***

**Staff Analysis:** The application has been reviewed in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of the information contained in the environmental checklist, written comments from local and State departments and agencies concerned with land development within the City, a review of other information available to the Director of Planning Services, a Determination of Non-Significance (DNS) was issued on August 29, 2018. The proposal meets this criterion.

**I. Adequate Public Facilities.**

***The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.***

**Staff Analysis:** The proposal changes the land use designation of an area totaling approximately 0.69 acres within a built up area of the city served by the public facilities and services described in CFU 2.1. The proposed change in land use designations effects a relatively small area, does not include a development proposal, and does not measurably alter demand for public facilities and services in the vicinity of the site or on a citywide basis. Any subsequent development of the site will be subject to a concurrency determination pursuant to SMC 17D.010.020, thereby implementing the policy set forth in CFU 2.2 Staff finds that the proposal meets this criterion.

**J. UGA.**

***Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.***

**Staff Analysis:** The subject proposal does not involve an amendment to the Urban Growth Area boundary. Therefore, this criterion does not apply to this proposal.

**K. Demonstration of Need.****1. Policy Adjustments.**

***Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved [...]***

**Staff Analysis:** The proposal is for a map change only and does not include any proposed policy adjustments. Therefore, this subsection does not apply.

## **2. Map Changes.**

***Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:***

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);***

**Staff Analysis:** Comprehensive Plan Policy LU 1.8 sets forth the locational criteria for the General Commercial land use designation, calling for the containment of General Commercial areas “within the boundaries of occupied by existing business designations and within the boundaries of designated Centers and Corridors.” The existing strip of General Commercial designation along S Washington Street is consistent with this policy; as described above, a narrow commercial district developed along the adjacent frontages of Washington Street, which served as the sole north-south arterial in the vicinity prior to the introduction of the one-way couplet that now includes S Stevens Street. Development along the adjacent stretch of Stevens Street consists mainly of apartment buildings and professional offices, rather than the “wide range of commercial uses,” including auto-oriented retail allowed under the General Commercial designation.

The proposal would expand the General Commercial use to three additional parcels which are not within a designated center or corridor and not within an existing General Commercial designation. Instead, the applicant contends that the proposal meets the following exemption to the commercial containment policy set forth in LU 1.8:

*Recognizing existing investments by both the City of Spokane and private parties, and given deference to existing land use patterns, an exception to the containment policy may be allowed by means of a comprehensive plan amendment to expand an existing commercial designation, (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) at the intersection of two principal arterial streets or onto properties which are not designated for residential use at a signalized intersection of at least one principal arterial street which as of September 2, 2003, has traffic at volumes greater than 20,000 vehicular trips a day. Expansion of the*

*commercial designation under this exception shall be limited to property immediately adjacent to the arterial street and the subject intersection and may not extend more than 250 feet from the center of the intersection unless a single lot, immediately adjacent to the subject intersection and in existence at the time this comprehensive plan was initially adopted, extends beyond 250 feet from the center of the intersection. In this case the commercial designation may extend the length of that lot but in no event should it extend farther than 500 feet or have an area greater than three acres.*

The subject property is not at the corner of two principal arterial streets; S Stevens Street is a principal arterial and W 6<sup>th</sup> Avenue is a local street. The subject property is currently designated for Office use, rather than residential use, and is at the corner of a signalized intersection (at the corner of Stevens Street and 6<sup>th</sup> Avenue), one of which is a principal arterial. The applicant acknowledges that the City's 2003-2004 Traffic Flow Map shows only 11,200 average weekday trips on Stevens Street. However, the applicant contends that because the subject property, combined with the remainder of the applicant's current ownership holding, spans the entire block between two principal arterials forming a couplet, that the exemption should be based on a combined count of trips on both Stevens Street and Washington Street. The 2003-2004 Traffic Flow Map shows an average of 17,200 weekday trips on Washington Street, resulting in a combined daily average of 28,400 trips on the Stevens-Washington couplet.

The proposed expansion of the General Commercial designation would not extend more than 250 feet from the center of the intersection, consistent with the dimensional limits applicable to the exemption.

As suggested in Section E.2. above, in reviewing this application, the Plan Commission may consider whether or not the exemption language contained in LU 1.8 was intended to apply to the situation of a one-way couplet as suggested by the applicant. Staff offers the following considerations regarding the interpretation requested by the applicant:

- *The precedent resulting from the interpretation would apply to a limited number of properties throughout the city.* Staff conducted a citywide survey of commercially-designated properties along principal arterial couplets where 2003 traffic counts would exceed the 20,000 average daily trip threshold only if trips on both sides of the couplet were combined. The review found that this situation existed only on the Stevens/Washington couplet between I-90 and 9<sup>th</sup> Avenue, and potentially at three intersections on the northern portion of the Maple/Ash couplet.
- *The applicant's current holding contains five individual platted lots that may be sold separately at any time.* The interpretation proposed by the applicant relies on the fact that common ownership exists across the entire block

spanning the couplet, despite the potentially temporary nature of that ownership pattern.

- *The policy itself includes no indication that it is meant to address the situation of combined traffic counts on a couplet in excess of 20,000 ADT. As acknowledged by the applicant, LU 1.8 makes no specific mention of one-way couplets. Other context within the policy and discussion language indicates that the exemption is not meant to apply to the present situation. Neither of the intersection configurations mentioned in the policy (crossing of two principal arterials, crossing of a local street and one principal arterial) correspond to a local street spanning the block between one-way streets in a couplet. Dimensional limits address how far a commercial designation can extend from a single arterial frontage.*

***b. The map amendment or site is suitable for the proposed designation;***

**Staff Analysis:** The applicant's written statement indicates that the proposal would enhance the suitability of two easterly lots adjacent to Washington Street, also owned by the applicant and already designated General Commercial and zoned CB-150. The proposal would result in uniform land use designation and zoning across the applicant's holding spanning the entire south block face of W 6<sup>th</sup> Avenue between S Stevens Street and S Washington Street. However, rather than a situation in which the land use designation and zoning is split across a single property, the applicant's current holding consists of five tax parcels and six platted lots that can be sold to multiple owners at any time. Therefore, the evaluation of suitability should consider whether the proposed designation remains suitable under split ownership of the holding, or development of multiple projects across the holding.

Access and infrastructure in and around the subject property is consistent with the levels of service needed to accommodate auto-oriented retail and other typical uses in the General Commercial designation. The principal arterial streets on either side of the Stevens-Washington couplet, as well as signalized intersections on 6<sup>th</sup> Avenue, provide a reasonable possibility of accommodating traffic from a high-turnover retail use on the site. However, these typical uses are less compatible with existing development surrounding the subject property, which is characterized by a combination of early and mid-twentieth century apartment buildings and small scale professional offices. These existing uses are consistent with the Office Retail designation which currently applies to the subject property, and generally spans the Lower South Hill for several blocks south of I-90, with the exception of the Washington Street corridor.

***c. The map amendment implements applicable comprehensive plan policies and subarea plans better than the current map designation.***

**Staff Analysis:** In addition to being located outside of an existing retail district or Center and Corridor, the subject property is located approximately three blocks outside of the Downtown Spokane Regional Center. Policy LU 1.9 prioritizes a “viable, economically strong downtown area” and encourages evaluation of the potential impacts to Downtown Spokane from land use changes in other parts of the city. The Economic Development element also includes Policy 3.10, which focuses support on “revitalizing downtown retail activity” and other economic and cultural activities in Downtown Spokane.

In 2009, the *Fast Forward Spokane: Downtown Plan Update* was adopted by reference as an element of the Comprehensive Plan. The plan incorporates a number of strategies for subdistricts at the perimeter of the downtown core, including South Side Strategy 1.22: “Encourage highway commercial and auto oriented sales and services to continue to locate along Third Avenue from Division Street to Maple Street.” The subject property is located approximately three blocks from Third Avenue, the portion of downtown specifically designated for the types of uses allowed in the General Commercial designation.

Although currently vacant, the subject property sits within a mostly built-out district at the base of the South Hill designated Office Retail and containing a mixture of older apartment buildings and professional offices which support a concentration of health care providers. The cluster of health care facilities and supporting professional offices in this area rely on close proximity to the Sacred Heart and Deaconess Hospitals, constitute the geographic heart of the health care industry in Spokane and the broader Inland Northwest region, as well as the largest group of private employers in the region. Economic Development Policy ED 2.1 emphasizes providing “locations suited for [economic enterprises] based upon available public facilities, land capability, neighborhood uses, and an orderly development pattern,” specifically for “living wage industries” such as health care.

### **3. Rezones, Land Use Plan Map Amendment.**

***Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.***

**Staff Analysis:** If the land use plan map amendment is approved as proposed, the zoning designation of the subject property will change from OR-150 (Office Retail with 150 foot height limit) to CB-150 (Community Business with 150-foot height limit). In interpreting the applicability of the General Commercial containment policy set forth in LU 1.8, the Plan Commission may identify certain



policy language changes as necessary to support the proposed land use plan map amendment. However, in the event of a map amendment, no policy changes are necessary to specifically support the concurrent change of zoning from OR-150 to CB-150. The proposal meets this criterion.

## **VII. STAFF RECOMMENDATION:**

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC Chapter 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan.

Staff believes that the application is consistent with many of the relevant review criteria, and that the Plan Commission's recommendation will be contingent upon its interpretation of the exemption in LU 1.8 and the competing policies in LU 1.9 which staff believes are intended to protect the economic strength of downtown Spokane, the City's most vital center.

## **VIII. LIST OF EXHIBITS**

<u>Exhibit</u>	<u>Description</u>
A-1	Application Materials
A-2	SEPA Checklist
S-1	SEPA Determination of Non-Significance
S-2	Relevant Comprehensive Plan Policies
P-1	Public Comment – Cliff Cannon Neighborhood Council
PA-1	Department Comment - City of Spokane Planning & Development
PA-2	Agency Comment – Spokane Tribe of Indians

## EXHIBIT S-2 – RELEVANT COMPREHENSIVE PLAN POLICIES

### *City of Spokane Comprehensive Plan*

#### **Land Use Element**

##### **LU 1.8 General Commercial Uses**

*Contain General Commercial areas within the boundaries occupied by existing business designations and within the boundaries of designated Centers and Corridors.*

**Discussion:** General Commercial areas provide locations for a wide range of commercial uses. Typical development in these areas includes freestanding business sites and larger grouped businesses (shopping centers). Commercial uses that are auto-oriented and include outdoor sales and warehousing are also allowed in this designation. Land designated for General Commercial use is usually located at the intersection of or in strips along principal arterial streets. In many areas such as along Northwest Boulevard, this designation is located near residential neighborhoods.

To address conflicts that may occur in these areas, zoning categories should be implemented that limit the range of uses, and site development standards should be adopted to minimize detrimental impacts on the residential area. Existing commercial strips should be contained within their current boundaries with no further extension along arterial streets allowed.

Recognizing existing investments by both the City of Spokane and private parties, and given deference to existing land use patterns, an exception to the containment policy may be allowed by means of a comprehensive plan amendment to expand an existing commercial designation, (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) at the intersection of two principal arterial streets or onto properties which are not designated for residential use at a signalized intersection of at least one principal arterial street which as of September 2, 2003, has traffic at volumes greater than 20,000 vehicular trips a day. Expansion of the commercial designation under this exception shall be limited to property immediately adjacent to the arterial street and the subject intersection and may not extend more than 250 feet from the center of the intersection unless a single lot, immediately adjacent to the subject intersection and in existence at the time this comprehensive plan was initially adopted, extends beyond 250 feet from the center of the intersection. In this case the commercial designation may extend the length of that lot but in no event should it extend farther than 500 feet or have an area greater than three acres. City of Spokane Comprehensive Plan 3-12

If a commercial designation (Neighborhood Retail, Neighborhood Mini-Center, or General Commercial) exists at the intersection of two principal arterials, a zone change to allow the commercial use to be extended to the next street that runs parallel to the principal arterial street may be allowed. If there is not a street that runs parallel to the principal arterial, the maximum depth of commercial development extending from the arterial street shall not exceed 250 feet.

Areas designated General Commercial within Centers and Corridors are encouraged to be developed in accordance with the policies for Centers and Corridors. Through a neighborhood planning process for the Center, these General Commercial areas will be designated in a land use category that is appropriate in the context of a Center and to meet the needs of the neighborhood.

Residential uses are permitted in these areas. Residences may be in the form of single-family homes on individual lots, upper-floor apartments above business establishments, or other higher density residential uses.

### **LU 1.9 Downtown**

*Develop city wide plans and strategies that are designed to ensure a viable, economically strong downtown area.*

**Discussion:** Downtown Spokane, designated as the Regional Center, is a top community priority. Its wellbeing influences the entire region via employment, revenue generation, and transit. It should be a thriving Regional Center with a diversity of activities and a mix of uses so that it is alive and vibrant night and day. The mix of uses must include residential (high, medium and low-income), office, entertainment, retail, and parking. It should be developed as a unique collection of businesses, neighborhoods and open spaces with a vision and a plan to which all stakeholders contribute. Major land use changes within the city should be evaluated to identify potential impacts on Downtown.

### **Capital Facilities and Utilities Element**

#### **CFU 2.1 Available Public Facilities**

*Consider that the requirement for concurrent availability of public facilities and utility services is met when adequate services and facilities are in existence at the time the development is ready for occupancy and use, in the case of water, wastewater and solid waste, and at least a financial commitment is in place at the time of development approval to provide all other public services within six years.*

**Discussion:** Public facilities are those public lands, improvements, and equipment necessary to provide public services and allow for the delivery of services. They include, but are not limited to, streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, solid waste disposal and recycling, fire and police facilities, parks and recreational facilities, schools and libraries. It must be shown that adequate facilities and services are available before new development can be approved. While occupancy and use imply an immediate need for water, wastewater and solid waste services, other public services may make more sense to provide as the demand arises. For example, a certain threshold of critical mass is often needed before construction of a new fire station, school, library, or park is justified. If these facilities and services do not currently exist, commitments for services may be made from either the public or the private sector.

#### **CFU 2.2 Concurrency Management System**

*Maintain a concurrency management system for all capital facilities.*

**Discussion:** A concurrency management system is defined as an adopted procedure or method designed to ensure that adequate public facilities and services needed to support development and protect the environment are available when the service demands of development occur. The following facilities must meet adopted level of service standards and be consistent with the concurrency management system: fire protection, police protection, parks and recreation, libraries, public wastewater (sewer and stormwater), public water, solid waste, transportation, and schools.

The procedure for concurrency management includes annual evaluation of adopted service levels and land use trends in order to anticipate demand for service and determine needed improvements. Findings from this review will then be addressed in the Six-Year Capital Improvement Plans, Annual Capital Budget, and all associated capital facilities documents to ensure that financial planning remains sufficiently ahead of the present for concurrency to be evaluated.

The City of Spokane must ensure that adequate facilities are available to support development or prohibit development approval when such development would cause service levels to decline below standards currently established in the Capital Facilities Program.

In the event that reduced funding threatens to halt development, it is much more appropriate to scale back land use objectives than to merely reduce level of service standards as a way of allowing development to continue. This approach is necessary in order to perpetuate a high quality of life. All adjustments to land use objectives and service level standards will fall within the public review process for annual amendment of the Comprehensive Plan and Capital Facilities Program.

### **Economic Development Element**

#### **ED 2.1 Land Supply**

*Ensure opportunities for locating a variety of desirable, living wage industries in Spokane that are environmentally compatible with adjacent land uses and support a range of employment types.*

**Discussion:** The City of Spokane encourages development of economic enterprises in locations suited for those uses based upon available public facilities, land capability, neighboring uses, and an orderly development pattern. These areas are identified in Chapter 3, Land Use.

To ensure that the economy can reasonably be sustained over the next 20 years, an adequate supply and variety of land must be available to attract new employers and to allow existing businesses to expand. Preplanning for specific areas of industrial and commercial development or employment centers allows the city to target funds for infrastructure improvements.

Strategies to enhance the city's ability to attract new industry include:

- establish and maintain an urban land atlas that identifies and contains information on available land that can be developed or redeveloped and that offers information on public/private development opportunities;
- prepare and maintain a market analysis of available infill sites;
- encourage aggregation of small industrial parcels to form larger sites;
- identify available vacant or underutilized public land;
- align public investment with economic activity and opportunity;

- identify potential areas for city-initiated SEPA Planned Actions; and
- aggressively seek funding to extend services to designated developable lands to attract new commercial and industrial development.

### **ED 3.10 Downtown Spokane**

*Promote downtown Spokane as the economic and cultural center of the region.*

**Discussion:** Continue to support our economic partners in revitalizing downtown retail activity, expanding job opportunities in the public and private sectors, attracting recreational, arts, and entertainment and tourist businesses, and developing downtown housing.

#### ***Fast Forward Spokane: Downtown Plan Update***

### **Chapter Six: District Strategies**

#### **South Side Strategy 1.22**

*Encourage highway commercial and auto oriented sales and services to continue to locate along Third Avenue from Division Street to Maple Street.*

**DESCRIPTION OF PROPOSAL:**

Comprehensive Plan Map Amendment from Office to General Commercial and from O-150 to CB-150

**ADDRESS OF SITE OF PROPOSAL:** (if not assigned yet, obtain address from Public Works before submitting application)

415 and 417 W 6<sup>th</sup> Avenue; 605 S Stevens

**APPLICANT:**

**Name:** Clanton Family LLC  
**Address:** PO Box 18969, Spokane, WA 99228-0969  
**Phone (home):** N/A **Phone (work):** 509.466.3024  
**Email address:** rvogelsang@nwtrustee.com

**PROPERTY OWNER:**

**Name:** Same  
**Address:**  
**Phone (home):** **Phone (work):**  
**Email address:**

**AGENT:**

**Name:** Land Use Solutions and Entitlement C/O Dwight Hume  
**Address:** 9101 N Mt. View Lane Spokane WA 99218  
**Phone (home):** **Phone (work):** 509.435.3108  
**Email address:** dhume@spokane-landuse.com

**ASSESSOR'S PARCEL NUMBERS:**

35191.5101, 5102 and 5103

**LEGAL DESCRIPTION OF SITE:**

Lots 1-4, Block 93, Railroad 2<sup>nd</sup> Addition to Railroad Addition

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**SIZE OF PROPERTY:**

30000 sf

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**LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:**

Map amendment and zone change

**SUBMITTED BY:**

Stephen Trefts, Manager, Clonk Family LLC 10/24/17  
☒ Applicant   ☒ Property Owner   ☐ Property Purchaser   ☐ Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

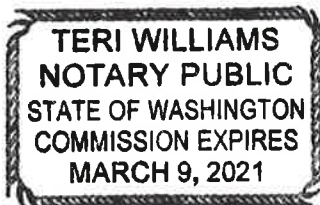
I, Stephen Trefts, owner of the above-described property do hereby authorize Dwight Hume to represent me and my interests in all matters regarding this application.

**ACKNOWLEDGMENT:**

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF SPOKANE     )

On this 24<sup>th</sup> day of October, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Stephen Trefts, to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.



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

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# Land Use Solutions & Entitlement

## Land Use Planning Services

9101 N. MT. VIEW LANE Spokane, WA 99218  
509-435-3108 (V)

(Hand Delivered)

10-23-17

Tirrell Black  
Planning & Development Services  
808 W Spokane Falls Blvd. 3<sup>rd</sup> Floor  
Spokane WA 99201

Ref: Comprehensive Plan Map Amendment Office to General Commercial 6<sup>th</sup> and Stevens

Dear Tirrell:

If this application is somehow deemed to be inconsistent with policy, then virtually all other couplet properties that are of single ownership from one arterial to the other, are non-conforming to policy as well because all of the other couplet ownerships are currently of one single zone.

Furthermore, the option of deferring this to yet another study is a waste of taxpayer money and staff time. In addition, the subject request has been on hold by the City for two years; first to the "odd year" policy and then to the city-wide update. In the interim, it has been on the market with no takers due to the insufficient size of the current CB-150 2-lot zone at Washington and the lack of demand for more office zoning on the subject.

It is time to acknowledge both the market need and the burden a couplet property carries when half of its traffic flow comes along the other street, albeit a much safer traffic condition than two-way arterials and left turn movements.

I trust the ad-hoc committee will be empathetic to this request and allow it to move forward without further analysis.

Respectfully Submitted

  
Dwight J Hume

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# Comprehensive Plan or Land Use Code Amendment

## Application

**DESCRIPTION OF THE PROPOSED AMENDMENT** Please check the appropriate box(es):

*(Inconsistent Amendments will only be processed every other year beginning in 2005.)*

☐ Comprehensive Plan Text Change

☒ Land Use Designation Change

☐ Regulatory Code Text Change

☐ Area-wide Rezone

**Please respond to these questions on a separate piece of paper. Incomplete answers may jeopardize your application's chances of being reviewed during this amendment cycle.**

**1. General Questions (for all proposals):**

- a. Describe the nature of the proposed amendment and explain why the change is necessary.

*The applicant/owner has the adjacent easterly 2 lots zoned CB-150. They total 15000 sf and are not large enough to accommodate retail users interested in the site. The inclusion of the westerly 30000 sf would enable the market to respond to the offer to lease the property and thereby add increased revenues to the City. Moreover, it would provide a common retail improvement from Stevens to Washington with access from 6<sup>th</sup> Avenue and two controlled intersections.*

- b. How will the proposed change provide a substantial benefit to the public?

*The market forces would target the drive-by traffic and cater to the demand of that demographic. Currently, the site is vacant, as is the existing undersized CB-15 portion at Washington. It would therefore provide a convenience to the south hill commuters.*

- c. Is this application consistent or inconsistent with the Comprehensive Plan goals, objectives and policies? Describe and attach a copy of any study, report or data, which has been developed that supports the proposed change and any relevant conclusions. If inconsistent please discuss how the analysis demonstrates that changed conditions have occurred which will necessitate a shift in goals and policies.

*See Attached Supplement*

- d. Is this application consistent or inconsistent with the goals and policies of state and federal legislation, such as the Growth Management Act (GMA) or environmental regulations? If inconsistent, describe the changed community needs or priorities that justify such an amendment and provide supporting documents, reports or studies.

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*As stated above, the proposed change complies with the adopted comprehensive plan. It therefore complies with all other applicable state and federal regulations imposed upon that adopted plan.*

- e. Is this application consistent with the Countywide Planning Policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the Regional Transportation Improvement District, and official population growth forecasts? If inconsistent please describe the changed regional needs or priorities that justify such an amendment and provide supporting documents, reports or studies.

*See paragraph "d" above.*

- f. Are there any infrastructure implications that will require financial commitments reflected in the Six-Year Capital Improvement Plan?

*No infrastructure impacts or financial commitments will be imposed by this action.*

- g. Will this proposal require an amendment to any supporting documents, such as development regulations, Capital Facilities Program, Shoreline Master Program, Downtown Plan, critical areas regulations, any neighborhood planning documents adopted after 2001, or the Parks Plan? If yes, please describe and reference the specific portion of the affected plan, policy or regulation.

*No changes are imposed.*

- h. If this proposal is to modify an Urban Growth Area (UGA) boundary, please provide a density and population growth trend analysis. Changes to the Urban Growth Area may occur only every five years and when the Board of County Commissioners (BoCC) reviews all UGA's countywide. *Not Applicable*

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**2. For Text Amendments:**

- a. Please provide a detailed description and explanation of the proposed text amendment. Show proposed edits in "line in/line out" format, with text to be added indicated by underlining, and text to be deleted indicated with ~~strikeouts~~.
- b. Reference the name of the document as well as the title, chapter and number of the specific goal, policy or regulation proposed to be amended/added.

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**3. For Map Change Proposals:**

- a. Attach a map of the proposed amendment site/area, showing all parcels and parcel numbers.
- b. What is the current land use designation? *Current designation is Office.*
- c. What is the requested land use designation? *Proposed is General Commercial*

d. Describe the land uses surrounding the proposed amendment site (land use type, vacant/ occupied, etc.)

Subject: Vacant, former leased parking lot

North: Espresso Stand and school playground;

South: Apartments

West: Apartments

NW: Medical office building, pharmacy

NE: Condos

East: Credit Union

SE: Office, retail and vacant

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## Comprehensive Plan Amendment Supplement

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6<sup>th</sup> and Stevens Map Amendment Office to General Commercial

- a. Is this application consistent or inconsistent with the Comprehensive Plan goals, objectives and policies? Describe and attach a copy of any study, report or data, which has been developed that supports the proposed change and any relevant conclusions. If inconsistent please discuss how the analysis demonstrates that changed conditions have occurred which will necessitate a shift in goals and policies.

*LU 1.8 Policy language states: "Contain general commercial areas within the boundaries occupied by existing business designations..." It then goes on to describe the parameters by which exceptions will be allowed via plan amendments. In short, it requires that the property front along a principal arterial of 20000 VTD.*

*I believe that the subject property is consistent with the intent of LU 1.8 in its narrative about exceptions and the parameters within which said expansion can occur. I recognize the absence of the term one-way couplet, nonetheless, when you own property that fronts upon both arterial legs of the couplet, you cannot ignore the fact that a combined traffic count occurs at the property. In this case, the 2016 Traffic Flow Map of the City of Spokane indicates a combined total of 24,200 VTD. In addition, it fronts upon a non-residential street that also carries additional pass-by traffic for this property. Certainly, this policy exception did not intend to specifically preclude one-way couplets. Therefore it should not become mired down in semantics and revised policy language. What is important is single ownership, double frontage and a portion of the ownership currently designated commercial. It is also worth noting that all other one-way couplets have uniform land use designations within the center of the couplet. Only this couplet from I-90 to the subject is a split designation.*

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# Threshold Review

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## *6<sup>th</sup> and Stevens Office to General Commercial*

- a. The proposed amendment presents a matter appropriately addressed through the comprehensive plan;

*LU 1.8 addresses exceptions to the policy to allow expansion of an existing designated General Commercial designation. This site meets those criteria including the cumulative traffic counts in excess of 20,000 VTD. See explanation under Comprehensive Plan Supplement.*

- b. The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City Council or by a neighborhood or subarea planning process;

*There is no purpose in clarifying LU 1.8 regarding couplets as this is the only couplet that is split between zones and no other ownership within this couplet is common ownership arterial to arterial. .*

- c. The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program;

*Yes, as stated above, no other properties city-wide within one-way couplets have the distinction of single ownership and split designations. .*

- d. When expansion of the geographic scope of an amendment proposal is being considered, shared characteristics with nearby, similarly situated property have been identified and the expansion is the minimum necessary to include properties with those shared characteristics;

*There is no other similar type property as stated above in item 'd'.*

- e. The proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must also be consistent with policy implementation in the Countywide Planning Policies, the GMA, or other state or federal law, and the Washington Administrative Code;

*This is consistent with adopted city plans and therefore adopted federal and state regulations.*

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- f. The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process, but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated; *Not Applicable*.
- g. State law required, or a decision of a court or administrative agency has directed such a change. *Not Applicable*

Neighborhood Council Outreach:

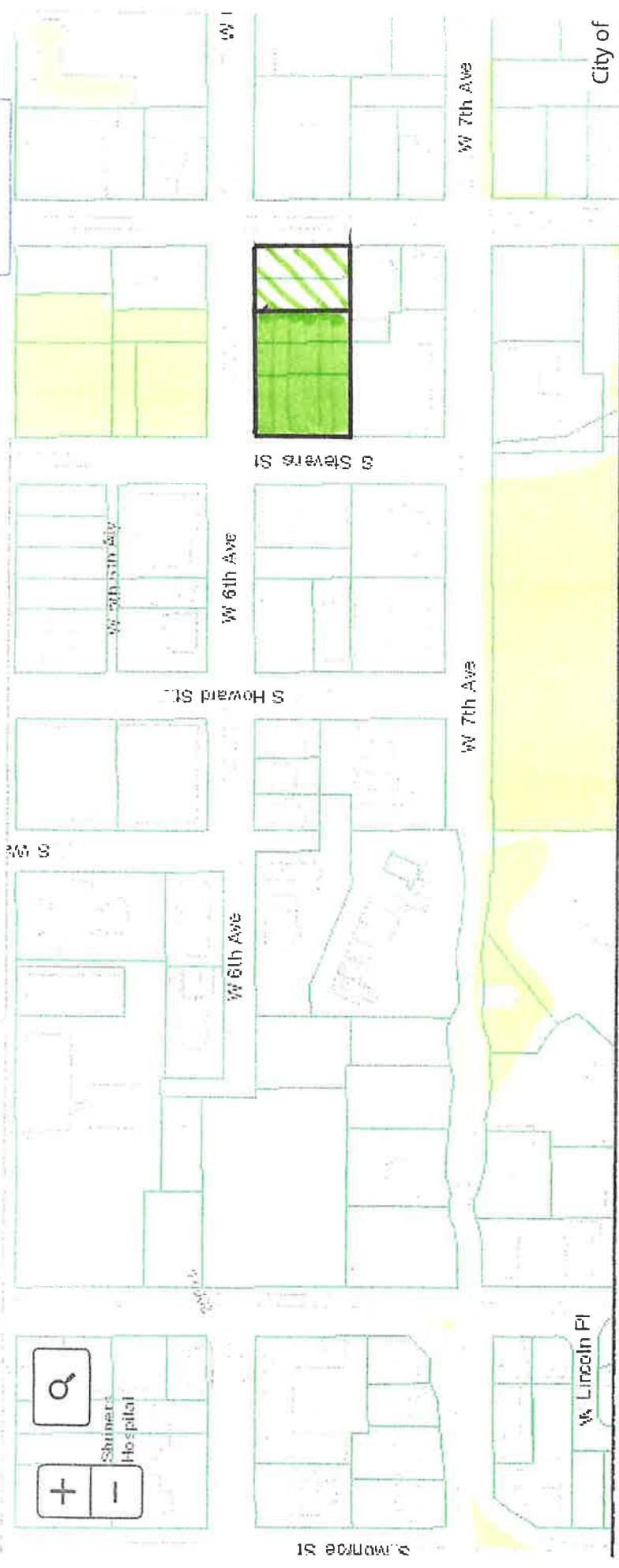
*Cliff/Cannon is the neighborhood within which this property is located. Patricia Hansen, chair of the neighborhood council was contacted and her email discussion is attached for review. The NC will be presented this matter during the Notice of Application 60 day notice period if this is docketed.*

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Measure [More Info](#)



Tax Parcels Districts Permits Zoning

# PROPOSED MAP AMENDMENT



PROPOSED GC



EXISTING GC

North

Measure [More Info](#)



Tax Parcels Districts Permits Zoning

## PROPOSED MAP AMENDMENT



PROPOSED GC



EXISTING GC

North



## Dwight Hume

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**From:** Patricia Hansen <patricia@pahansen.com>  
**Sent:** Monday, October 09, 2017 11:56 AM  
**To:** Dwight Hume  
**Subject:** Re: 2 proposed land use changes

Dwight,

I'll stay tuned for Tirrell's response before adding this topic to the Neighborhood agenda.

Sincerely,

Patricia

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**From:** Dwight Hume <[dhume@spokane-landuse.com](mailto:dhume@spokane-landuse.com)>  
**Sent:** Monday, October 9, 2017 9:31 AM  
**To:** Patricia Hansen  
**Cc:** 'Tirrell Black '  
**Subject:** RE: 2 proposed land use changes

Patricia, that would depend upon whether or not the ad-hoc committee has already met to determine the annual docketing. If that has not happened, then of course I would want to attend. If it has been docketed, then eventually I will be requesting a meeting during the 60 day window of the Notice of Application. Let's see what Tirrell can add to this when she returns this Thursday. Thank you for your efforts to accommodate me.

Regards

*Dwight J Hume*

Land Use Solutions & Entitlement LLC

9101 N Mt. View Lane

Spokane, WA 99218-2140

509-435-3108

RECEIVED

OCT 30 2017

PLANNING & DEVELOPMENT

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**From:** Patricia Hansen [<mailto:patricia@pahansen.com>]  
**Sent:** Saturday, October 07, 2017 1:38 PM  
**To:** Dwight Hume  
**Cc:** Tirrell Black  
**Subject:** Re: 2 proposed land use changes

Hello Dwight and Terrell,

Are you interested in being on the January 2nd Agenda for the Cliff Cannon Neighborhood Meeting? I hope this is not too late to inform the Neighborhood about these two proposed land use changes.

Sincerely,

Patricia

---

**From:** Dwight Hume <[dhume@spokane-landuse.com](mailto:dhume@spokane-landuse.com)>  
**Sent:** Friday, October 6, 2017 9:50 AM  
**To:** Patricia Hansen  
**Cc:** Tirrell Black  
**Subject:** RE: 2 proposed land use changes

Patricia: Thanks for the update on your schedule. Let me know if you need additional information. You might want to connect with Tirrell Black, when she returns on October 12<sup>th</sup>.

Regards

*Dwight J Hume*

Land Use Solutions & Entitlement LLC

9101 N Mt. View Lane

Spokane, WA 99218-2140

509-435-3108

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PLANNING & DEVELOPMENT

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**From:** Patricia Hansen [<mailto:patricia@pahansen.com>]  
**Sent:** Thursday, October 05, 2017 4:16 PM  
**To:** Dwight Hume  
**Cc:** [auraccnc@sisna.com](mailto:auraccnc@sisna.com)  
**Subject:** Re: 2 proposed land use changes

Dwight,

Thank you for the land use changes described below. The Neighborhood is at least aware of the first proposed change. i am not sure of the second proposed change.

The Neighborhood Council does not have a business meeting in November and December. We start our Winter/Spring meetings in January. We meet the first Tuesday of the month - January 2nd. I will forward your request to the Executive Committee who meet next Tuesday to plan future agendas.

I will respond to you shortly.

Patricia

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**From:** Dwight Hume <[dhume@spokane-landuse.com](mailto:dhume@spokane-landuse.com)>  
**Sent:** Thursday, October 5, 2017 11:20 AM  
**To:** Patricia Hansen  
**Cc:** [auraccnc@sisna.com](mailto:auraccnc@sisna.com)  
**Subject:** 2 proposed land use changes

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PLANNING & DEVELOPMENT

Patricia/Laura: I am sending this email to inform you of two proposed land use changes within your neighborhood and to request to be on your next regular scheduled meeting of November 7<sup>th</sup>. This request is triggered by the recently approved docketing schedule procedure of screening proposed annual amendment proposals and requires that the proponent inform the respective NC prior to the docketing meeting of the ad hoc committee.

Very briefly, 1) from RMF to NC-35 on a very small portion of property located at 9<sup>th</sup> and Madison behind Huckleberry's and Ace Hardware south and east of a proposed 9 unit apartment at 9<sup>th</sup> and Madison. 2) The second proposal is to change from O-150 to CB-150 at the SEC of 6<sup>th</sup> and Stevens. That proposal would extend an existing CB-150 zone located within the same ownership at the SWC of 6<sup>th</sup> and Washington and bring all of the ownership into a marketable and usable size of property for commercial use. '

Please confirm my placement on your next agenda.

Kindest Regards

*Dwight J Hume*

Land Use Solutions & Entitlement LLC

9101 N Mt. View Lane

Spokane, WA 99218-2140

509-435-3108

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OCT 30 2017

PLANNING & DEVELOPMENT

## Agency Comment



## Spokane Tribe of Indians

April 30, 2018

Tirrell Black  
Planner

**RE: File No, Z17-624COMP**

Ms. Black:

Thank you, for allowing the Spokane Tribe of Indians the opportunity to comment on your undertaking is greatly appreciated.

We are hereby in consultation for this project.

As I understand that this is change to zoning map from OR-70 to GC-70, it's unlikely that the project will impact any cultural resources in the proposed area.

This letter is your notification that your project has been cleared, and your project may move forward.

As always, if any artifacts or human remains are found upon inadvertent discovery, this office should be immediately notified and the work in the immediate area cease.

Should additional information become available our assessment may be revised.

Again thank you for this opportunity to comment and consider this a positive action that will assist in protecting our shared herritage.

If questions arise, please contact me at (509) 258 – 4315.

Sincerely,

Randy Abrahamson  
Tribal Historic Preservation Officer (T.H.P.O.)

## MEMORANDUM

## PLANNING AND DEVELOPMENT SERVICES

Date: May 4, 2018

To: Tirrell Black, Associate Planner

*EWB*

From: Eldon Brown, P.E., Principal Engineer – Planning and Development Services

Subject: Proposed amendment of Land Use Plan Map from “Office” to “General Commercial” Land Use; if approved, with concurrent change to zoning map for OR-150 (Office Retail) to CB-150 (Community Business). The subject site includes 3 parcels located at the southeast corner 6<sup>th</sup> Avenue and Stevens Street

Applicant: Clanton Family LLC

Agent: Dwight Hume, Land Use Solutions and Entitlement

File No.: Z17-621COMP

A review of the subject proposal has been completed and the following comments are offered:

1. Existing sanitary sewers in 6<sup>th</sup> and Stevens, adjacent the site, serve this general area. Future development applications will need to be reviewed to determine the sizing of new and the adequacy of the existing sewers.
2. There is a 6-inch water main in 6<sup>th</sup> Avenue, adjacent the site, which serves the general area. Future development applications will need to be reviewed to determine the sizing of new and the adequacy of existing distribution mains.
3. Compliance to SMC 17.060D Stormwater Facilities is required and will be reviewed at the time of future development applications.
4. The transportation system is adequate for present uses. Future development applications will be reviewed to determine the adequacy of the transportation system at that time. Traffic Impact Fees or street system improvements may be required.

EWB/eb

Cc: Developer Services file  
Kris Becker, P. E., Permit Center Manager  
Mike Nilsson, Senior Engineer, Planning and Development Services  
Patty Kells, Traffic Engineering Assistant

## **SEPA (State Environmental Policy Act) Determination**



## NONPROJECT DETERMINATION OF NONSIGNIFICANCE

**FILE NO(S):** Z17-621COMP

**PROPONENT:** Clanton Family, LLC

**DESCRIPTION OF PROPOSAL:** The proposal is to change the land use designation of the properties from "Office" to "General Commercial" with a concurrent change in zoning from OR-150 (Office Retail) to CB-150 (Community Business). The subject property is approximately 30,000 square feet (0.69 acre) in size. No specific development proposal is being approved at this time.

**LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:**

The site addresses are 605 S Stevens Street and 415 and 417 W 6<sup>th</sup> Avenue; located on the southeast corner of West 6<sup>th</sup> Avenue and South Stevens Street.

The site consists of three parcels; the numbers are 35191.5101, 35191.5102, and 35191.5103.

Legal Description: Lots 1-4, Block 93, Second Addition to Railroad Addition to Spokane Falls.

**LEAD AGENCY:** City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- ☐ There is no comment period for this DNS.
- ☐ This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- ☒ This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 5 p.m. on September 11, 2018 if they are intended to alter the DNS.

\*\*\*\*\*  
**Responsible Official:** Heather Trautman

**Position/Title:** Director, Planning Services **Phone:** (509) 625-6300

**Address:** 808 W. Spokane Falls Blvd., Spokane, WA 99201

**Date Issued:** August 28, 2018

**Signature:** 

\*\*\*\*\*  
**APPEAL OF THIS DETERMINATION**, after it has become final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane WA 99201. The appeal deadline is Noon on September 18, 2018 (21 days from the date of the signing of this DNS). This appeal must be on forms provided by the Responsible Official, make specific factual objections, and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.  
\*\*\*\*\*

**Environmental Checklist**  
**Revised See Section 13**

**File No.**

**Purpose of Checklist:**

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

**Instructions for Applicants:**

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

**Use of checklist for nonproject proposals:**

Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

## A. BACKGROUND

1. Name of proposed project, if applicable: 6<sup>th</sup> and Stevens Comprehensive Plan Map Amendment

\_\_\_\_\_

\_\_\_\_\_

2. Name of applicant: Clanton Family LLC

3. Address and phone number of applicant or contact person: Land Use Solutions and Entitlement, Dwight Hume 9101 N Mt. View Lane Spokane WA 99218

509.435.3108

\_\_\_\_\_

\_\_\_\_\_

4. Date checklist prepared: October 23 2017

5. Agency requesting checklist: Planning Services City of Spokane

6. Proposed timing or schedule (including phasing, if applicable): Upon approval of this amendment and zone change

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. No

\_\_\_\_\_

- b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain. Yes, the adjacent 15000sf property at Wshington and 6<sup>th</sup> is vacant and would be combined with the subject 30000sf.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to his proposal.

**None**

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9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

**No**

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10. List any government approvals or permits that will be needed for your proposal, if known. **Land Use Plan Amendment, Zone Change and development permits**

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11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. **Non-project action, to be determined at time of building permit. The proposed amendment would add 30000 sf of General Commercial designation to the applicants existing 15000 sf portion of a common ownership.**

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12. Location of the proposal. Give sufficient information to a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist. **The property is located at the SEC of 6<sup>th</sup> and Stevens and is currently a vacant parking lot. Previously leased to others.**

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13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.) **City of Spokane**

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14. The following questions supplement Part A.

a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

- (1) Describe any systems, other than those designed for the disposal of sanitary waste, installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).

**Non-project action, to be determined at time of building permit**

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- (2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

**Non-project action, to be determined at time of building permit**

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- (3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

**Non-project action, to be determined at time of building permit**

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- (4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

**Non-project action, to be determined at time of building permit**

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b. Stormwater

- (1) What are the depths on the site to groundwater and to bedrock (if known)?

**Non-project action, to be determined at time of building permit**

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- (2) Will stormwater be discharged into the ground? If so, describe any potential impacts?

**Non-project action, to be determined at time of building permit**

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**TO BE COMPLETED BY APPLICANT**

**B. ENVIRONMENTAL ELEMENTS**

**1. Earth**

Evaluation for  
Agency Use  
Only

- a. General description of the site (circle one): **flat**, rolling, hilly, steep slopes, mountains, other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- b. What is the steepest slope on the site (approximate percent slope)? \_\_\_\_\_  
**Not applicable**  
\_\_\_\_\_  
\_\_\_\_\_
- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland. **Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. **Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill: **Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. **Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? **Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: **Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Evaluation for  
Agency Use  
Only

## 2. Air

- a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known. \_\_\_\_\_

**Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. **No** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

**Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Evaluation for  
Agency Use  
Only

## 3. Water

- a. SURFACE:

- (1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.  
\_\_\_\_\_

**No** \_\_\_\_\_  
\_\_\_\_\_

- (2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. \_\_\_\_\_

**No** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

**N/A** \_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_

- (4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

**Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (5) Does the proposal lie within a 100-year floodplain? \_\_\_\_ If so, note location on the site plan.

**No** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

**No** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Evaluation for  
Agency Use  
Only

b. GROUND:

- (1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

**Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (2) Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve.

**Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. WATER RUNOFF (INCLUDING STORMWATER):

- (1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

**Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (2) Could waste materials enter ground or surface waters? If so, generally describe.

**Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water impacts, if any.

**Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Evaluation for  
Agency Use  
Only

#### 4. Plants

- a. Check or circle type of vegetation found on the site:

\_\_\_\_\_ Deciduous tree: *alder, maple, aspen, other.*

\_\_\_\_\_ Evergreen tree: *fir, cedar, pine, other.*

\_\_\_\_\_ Shrubs

\_\_\_\_\_ Grass

\_\_\_\_\_ Pasture

\_\_\_\_\_ Crop or grain

\_\_\_\_\_ Wet soil plants, *cattail, buttercup, bullrush, skunk cabbage, other.*

\_\_\_\_\_ Water plants: *water lilly, eelgrass, milfoil, other.*

**Vacant grasses, weeds** Other types of vegetation.

- b. What kind and amount of vegetation will be removed or altered? **Non-project action, to be determined at time of building permit** \_\_\_\_\_

- c. List threatened or endangered species known to be on or near the site. **None known** \_\_\_\_\_  
\_\_\_\_\_

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if

any: **Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 5. Animals

- a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:  
birds: *hawk, heron, eagle, **songbirds**, other.* \_\_\_\_\_  
mammals: *deer, bear, elk, beaver, other.* \_\_\_\_\_  
fish: *bass, salmon, trout, herring, shellfish, other.* \_\_\_\_\_  
other: \_\_\_\_\_

Evaluation for  
Agency Use  
Only

- b. List any threatened or endangered species known to be on or near the site.  
**None** \_\_\_\_\_  
\_\_\_\_\_

- c. Is the site part of a migration route? If so, explain. \_\_\_\_\_  
**No** \_\_\_\_\_  
\_\_\_\_\_

- d. Proposed measures to preserve or enhance wildlife, if any:  
**None** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. **Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. \_\_\_\_\_  
**No** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

**Non-project action, to be determined at time of building permit** \_\_\_\_\_

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## 7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. **Non-project action, to be determined at time of building permit** \_\_\_\_\_

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Evaluation for  
Agency Use  
Only

- (1) Describe special emergency services that might be required.

**No new services not otherwise available** \_\_\_\_\_

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- (2) Proposed measures to reduce or control environmental health hazards, if any:

**Non-project action, to be determined at time of building permit** \_\_\_\_\_

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- b. NOISE:

- (1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

**Over 24000 VTD at the subject property** \_\_\_\_\_

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- (2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

**Non-project action, to be determined at time of building permit** \_\_\_\_\_

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- (3) Proposed measure to reduce or control noise impacts, if any:  
**Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 8. Land and shoreline use

- a. What is the current use of the site and adjacent properties?  
**Subject is vacant, surrounded by apartments, office and retail. Fenced playground for SD 81 across from site at 6<sup>th</sup> and Stevens.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- b. Has the site been used for agriculture? If so, describe. **No** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. Describe any structures on the site. **Billboard, vacant** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- d. Will any structures be demolished? If so, which? **N/A** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- e. What is the current zoning classification of the site? **O-150** \_\_\_\_\_  
\_\_\_\_\_
- f. What is the current comprehensive plan designation of the site? **Office** \_\_\_\_\_  
\_\_\_\_\_
- g. If applicable, what is the current shoreline master program designation of the site?  
**N/A** \_\_\_\_\_  
\_\_\_\_\_
- h. Has any part of the site been classified as a critical area? If so, specify. **Unknown** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- i. Approximately how many people would reside or work in the completed project?

Evaluation for  
Agency Use  
Only

Non-project action, to be determined at time of building permit \_\_\_\_\_

j. Approximately how many people would the completed project displace? None \_\_\_\_\_

k. Proposed measures to avoid or reduce displacement impacts, if any: N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: Compliance with applicable development regulations \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Evaluation for  
Agency Use  
Only

## 9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing. \_\_\_\_\_  
N/A \_\_\_\_\_  
\_\_\_\_\_

b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing. \_\_\_\_\_  
N/A \_\_\_\_\_  
\_\_\_\_\_

c. Proposed measures to reduce or control housing impacts, if any: \_\_\_\_\_  
N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? \_\_\_\_\_  
Non-project action, to be determined at time of building permit \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- b. What views in the immediate vicinity would be altered or obstructed? **Non-project action, to be determined at time of building permit. (The zone currently allows a maximum height of 150 ft.)**
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- c. Proposed measures to reduce or control aesthetic impacts, if any: **Non-project action, to be determined at time of building permit**
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## 11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? **Non-project action, to be determined at time of building permit**
- \_\_\_\_\_
- \_\_\_\_\_
- b. Could light or glare from the finished project be a safety hazard or interfere with views? **No**
- \_\_\_\_\_
- \_\_\_\_\_
- c. What existing off-site sources of light or glare may affect your proposal? **None**
- \_\_\_\_\_
- \_\_\_\_\_
- d. Proposed measures to reduce or control light and glare impacts, if any: **Non-project action, to be determined at time of building permit**
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Evaluation for  
Agency Use  
Only

## 12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? **Playgrounds adjacent, Cliff Park**
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- b. Would the proposed project displace any existing recreational uses? If so, describe. **No**
- \_\_\_\_\_

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- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: None

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### 13. Historic and cultural preservation

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe. The subject property is vacant and has no known historical significance. Furthermore, the site is not within a designated historical district.

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- b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site.  
The property is within one block of the Marycliff-Cliff Park HD. It is also within a one block radius of three registered historic buildings. See Historic Preservation comments on file with this application.

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- c. Proposed measures to reduce or control impacts, if any: No impacts are foreseen from the future use of the subject property for retail activity. For example, current registered buildings co-exist between non-registered buildings without impacts. This would be akin to that scenario.

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Evaluation for  
Agency Use  
Only

### 14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any. 6<sup>th</sup> Ave.; Stevens and Washington

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- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop? **Unknown** \_\_\_\_\_
- c. How many parking spaces would the completed project have? How many would the project eliminate? **Non-project action, to be determined at time of building permit** \_\_\_\_\_
- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including driveways? If so, generally describe (indicate whether public or private). **No** \_\_\_\_\_
- e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. **No** \_\_\_\_\_
- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur. **Non-project action, to be determined at time of building permit** \_\_\_\_\_

*(Note: to assist in review and if known indicate vehicle trips during PM peak, AM Peak and Weekday (24 hours).)*

- g. Proposed measures to reduce or control transportation impacts, if any: **Non-project action, to be determined at time of building permit** \_\_\_\_\_

## 15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe. **No** \_\_\_\_\_
- b. Proposed measures to reduce or control direct impacts on public services, if any: **None** \_\_\_\_\_

Evaluation for  
Agency Use  
Only

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## 16. Utilities

- a. Circle utilities currently available at the site: ***electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.*** \_\_\_\_\_
- b. Describe the utilities that are proposed for the project, the utility providing the service and the general construction activities on the site or in the immediate vicinity which might be needed.  
**Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: May 11, 2018

Signature: Dwight J Hume

***Please Print or Type:***

Proponent: Dwight J Hume Address: 9101 N Mt. View  
Lane

Phone: 509.435.3108 Spokane WA  
99218

Person completing  
form (if different  
from

Same Address: \_\_\_\_\_ proponent):  
\_\_\_\_\_  
\_\_\_\_\_

Phone:  
\_\_\_\_\_  
\_\_\_\_\_

#### FOR STAFF USE ONLY

Staff member(s) reviewing checklist: \_\_\_\_\_

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☐ A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

**D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS**  
***(Do not use this sheet for project actions)***

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage or release of toxic or hazardous substances; or production of noise?

**Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed measures to avoid or reduce such increases are:

**Non-project action, to be determined at time of building permit** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. How would the proposal be likely to affect plants, animals, fish or marine life?

**It will not, the site is vacant and void of such.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed measures to protect or conserve plants, animals, fish or marine life are:

**None** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. How would the proposal be likely to deplete energy or natural resources?

**No** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed measures to protect or conserve energy and natural resources are:

**None** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?

N/A

Proposed measures to protect such resources or to avoid or reduce impacts are:

N/A

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

No impacts if developed in compliance with applicable development regulations.

Proposed measures to avoid or reduce shoreline and land use impacts are:

As stated above

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Non-project action, to be determined at time of building permit

Proposed measures to reduce or respond to such demand(s) are:

Non-project action, to be determined at time of building permit

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

Non-project action, to be determined at time of building permit

#### C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency may



## Black, Tirrell

---

**From:** dhume@spokane-landuse.com  
**Sent:** Tuesday, June 26, 2018 9:55 AM  
**To:** Black, Tirrell  
**Subject:** FW: Clanton Family Notice and Kain Investment Notice  
**Attachments:** CompPlanAmendment\_Z2017621\_NotificationMap.pdf; Notice of Application\_Mailing - Clanton - Z17\_621COMP.docx; CompPlanAmendment\_Z2017623\_NotificationMap.pdf; Notice of Application - Kain Investments- Z17\_623COMP.docx

Tirrell: Here is the email I sent to Patricia. No reply from her on a meeting I could attend.

*Dwight J Hume*

Land Use Solutions and Entitlement  
9101 N Mt. View Lane  
Spokane WA 99218  
509-435-3108

---

**From:** dhume@spokane-landuse.com <dhume@spokane-landuse.com>  
**Sent:** Tuesday, May 29, 2018 9:15 PM  
**To:** 'Patricia Hansen' <patricia@pahansen.com>  
**Subject:** Clanton Family Notice and Kain Investment Notice

Patricia: Please see attached notices and also please schedule me for a regular scheduled monthly meeting to update the folks on these applications.

Thank you.

*Dwight J Hume*

Land Use Solutions and Entitlement  
9101 N Mt. View Lane  
Spokane WA 99218  
509-435-3108

## Black, Tirrell

---

**From:** Black, Tirrell  
**Sent:** Monday, June 25, 2018 9:09 AM  
**To:** 'Patricia Hansen'  
**Cc:** Trautman, Heather  
**Subject:** RE: Notice to North Hill, West Hills and Cliff/Cannon Neighborhood Councils of upcoming Plan Commission Workshops  
**Attachments:** Kain Investments Labels .docx; Clanton Family Labels .docx; CompPlanAmendment\_Z2017621\_NotificationMap.pdf; CompPlanAmendment\_Z2017623\_NotificationMap.pdf

Patricia,  
Mr. Hume provided the mailing list labels; these are attached with this email.  
I have also attached the notification maps for your reference.

Please let me know if I can be of further assistance.  
Sincerely,



### **Tirrell Black**

City of Spokane | Associate Planner  
509.625.6185 | main 509.625.6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

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**From:** Patricia Hansen [<mailto:patricia@pahansen.com>]  
**Sent:** Thursday, June 21, 2018 9:20 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Re: Notice to North Hill, West Hills and Cliff/Cannon Neighborhood Councils of upcoming Plan Commission Workshops

Tirrell,

The Cliff Cannon Neighborhood will be participating in both the Plan Commission and City Council processes. Are you able to provide the list of "all property owners, taxpayers, and residents within 400 feet have been sent a written notice via US Mail"?

Sincerely,

Patricia

*Patricia Hansen  
1104 W. 8th Ave.  
Spokane, WA 99204  
509-838-2722 office*



208-755-1925 cell  
[patricia@pahansen.com](mailto:patricia@pahansen.com)

---

**From:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>

**Sent:** Thursday, June 21, 2018 3:08 PM

**To:** [jeff.zabinski@premera.com](mailto:jeff.zabinski@premera.com); [gillflah@comcast.net](mailto:gillflah@comcast.net); Karen Carlberg; [kjhiker49@gmail.com](mailto:kjhiker49@gmail.com); Patricia Hansen; [lauraccnc@sisna.com](mailto:lauraccnc@sisna.com)

**Cc:** Ruffing, Jason; Myers, Kathleen; Murphy, Maren; Black, Tirrell; Stripes, Teri; Trautman, Heather

**Subject:** Notice to North Hill, West Hills and Cliff/Cannon Neighborhood Councils of upcoming Plan Commission Workshops

***Dear North Hill, West Hills and Cliff/Cannon Neighborhood Councils,***

North Hill, West Hills, and Cliff/Cannon Neighborhoods located in the City of Spokane have proposals to consider amending the City's Comprehensive Plan Land Use Plan Map within their boundaries. You have received notices of this action periodically over the last several months.

**What is Happening Now:**

Agency and Interested City Departments review of the proposals has been completed. The proposals are now **in the public comment period which runs from May 29 to July 27, 2018**. During this period all property owners, taxpayers, and residents within 400 feet have been sent a written notice via US Mail. Additionally, the applicants have contacted the appropriate neighborhood council to make a presentation. Planning staff will make presentations to the Plan Commission at their regularly scheduled meetings. The dates for the different workshops are in the table below. These meetings are open to the public to attend, but public testimony is not allowed during the workshops; testimony is reserved for Public Hearings. However, written comments received by staff are forwarded to the Plan Commission for their consideration during the workshops as well as the Public Hearings. Plan Commission agendas are posted on their webpage a few days before the meeting.

No action is required by the neighborhood councils and it is up to the neighborhood councils if they would like to attend workshops and/or provide written comment.

Written comments for the Cliff/Cannon proposals should be sent to [tblack@spokanecity.org](mailto:tblack@spokanecity.org) and will be forwarded to the city council.

Written comments for the proposal in West Hills and North Hill should be sent to [tstripes@spokanecity.org](mailto:tstripes@spokanecity.org) and will be forwarded to the city council.

Anyone may provide written comment.

**Background:**

The City of Spokane set the Annual Comprehensive Plan Amendment Work Program by resolution in March 2018. In this work program, the city is considering four private requests to amend the Land Use Plan Map and the Zoning Map. The proposals are briefly outlined below.

Proposal general locations (application materials on webpage):

**Neighborhood Council Comments made prior to SEPA  
Determination**

File #	General Location	Neighborhood	Applicant	Plan Commission Date
<a href="#">Z2017-612COMP</a>	W 6 <sup>th</sup> Ave & S Stevens	Cliff/Cannon	Clanton Family LLC	July 11, 2018 @ 4p Council Chambers
<a href="#">Z2017-623COMP</a>	9 <sup>th</sup> Ave & S. Madison	Cliff/Cannon	926 Monroe LLC	July 11, 2018 @ 4p Council Chambers
<a href="#">Z2017-624COMP</a>	1616 S Rustle St	West Hills	U Haul	June 27, 2018 @ 4p Council Chambers
<a href="#">Z2017-630COMP</a>	6216 N. Washington St.	North Hill	Plese & Plese LLC	June 27, 2018 @ 4p Council Chambers

### What Happens Next:

Following the public comment period, the Plan Commission will hold a Public Hearing. This is likely to occur during one of the Plan Commission's regularly scheduled meetings in September. The Plan Commission meets the 2<sup>nd</sup> & 4<sup>th</sup> Wednesday of each month. At the Public Hearing, public testimony is encouraged and appreciated as is written testimony. Following the Hearings Plan Commission will send a recommendation to City Council for each proposals.

Then City Council will hold a Public Hearing on the proposed amendments. The City Council Public Hearing is not yet scheduled. At the Public Hearing, public testimony is encouraged and appreciated as is written testimony. The City Council will deliberate and vote on each proposal. The City Council Public Hearing is likely to occur in early winter of 2018.

### For more information:

The [project page](#) outlines the process and shows details of the proposals, or please contact Tirrell Black, Planning Services [tblack@spokanecity.org](mailto:tblack@spokanecity.org) or 509-625-6185 for more information



### Tirrell Black

City of Spokane | Associate Planner

509.625.6185 | main 509.625.6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



*This email is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.*

## Black, Tirrell

---

**From:** Black, Tirrell  
**Sent:** Wednesday, May 09, 2018 1:27 PM  
**To:** dhume@spokane-landuse.com  
**Cc:** Black, Tirrell  
**Subject:** FW: Z2017-621COMP Clanton Family LLC Request to Amend Comp Plan Land Use Map  
**Attachments:** COSPRINT\_3W-Canon-PCL\_3629\_001.pdf; Request for Comments, 6th and Stevens.docx

Mr. Hume,

This comment was also received from the Cliff Cannon Neighborhood Council. Attached is the neighborhood council comments, resending the comments from engineering. My response to the neighborhood is forwarded to you below.

Sincerely,

### **Tirrell Black, AICP**

City of Spokane | Associate Planner

509.625.6185 | main 509.625.6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

**From:** Black, Tirrell  
**Sent:** Wednesday, May 09, 2018 12:06 PM  
**To:** Patricia Hansen <[patricia@pahansen.com](mailto:patricia@pahansen.com)>  
**Cc:** Trautman, Heather <[htrautman@spokanecity.org](mailto:htrautman@spokanecity.org)>; Myers, Kathleen <[kmyers@spokanecity.org](mailto:kmyers@spokanecity.org)>  
**Subject:** RE: Z2017-621COMP Clanton Family LLC Request to Amend Comp Plan Land Use Map

Patricia,

Thank you for your comment letter that was hand delivered on May 7, 2018, regarding Z2017-621, the Clanton Family request to amend the land use plan map on W. 6<sup>th</sup> & Stevens St. vicinity.  
As you noted, this is a non-project action under SEPA.

Your comments regarding the adjacent park and list of historic register properties that are located in the area have been added to the record. The SEPA Determination is made following the public comment period. The public comment period is not yet firmly set, but generally anticipated to be late-May to mid-July; so there will continue to be opportunity for comment.

As is standard with all comments, a copy of your comments will also be provided to the applicant. Please contact me if you have additional questions or concerns.

Sincerely,

### **Tirrell Black**

City of Spokane | Associate Planner

509.625.6185 | main 509.625.6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



**From:** Patricia Hansen [<mailto:patricia@pahansen.com>]  
**Sent:** Monday, May 07, 2018 2:37 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Z2017-621COMP Clanton Family LLC Request to Amend Comp Plan Land Use Map

Hello Tirrell,

Earlier today, I dropped off on the third floor of City Hall a copy of Cliff Cannon Neighborhood Council's response to the "Request for Comments" for this proposed Comp Plan Amendment. That same document is attached to this email.

I look forward to future updates on the status of this Comp Plan Amendment requested for 6<sup>th</sup> Avenue and Stevens Street.

Respectfully.

Patricia

## Black, Tirrell

---

**From:** Black, Tirrell  
**Sent:** Wednesday, May 09, 2018 12:06 PM  
**To:** Patricia Hansen  
**Cc:** Trautman, Heather; Myers, Kathleen  
**Subject:** RE: Z2017-621COMP Clanton Family LLC Request to Amend Comp Plan Land Use Map

Patricia,

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As is standard with all comments, a copy of your comments will also be provided to the applicant. Please contact me if you have additional questions or concerns.

Sincerely,

**Tirrell Black**

City of Spokane | Associate Planner

509.625.6185 | [main 509.625.6300](tel:509.625.6300) | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)



---

**From:** Patricia Hansen [<mailto:patricia@pahansen.com>]  
**Sent:** Monday, May 07, 2018 2:37 PM  
**To:** Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>  
**Subject:** Z2017-621COMP Clanton Family LLC Request to Amend Comp Plan Land Use Map

Hello Tirrell,

Earlier today, I dropped off on the third floor of City Hall a copy of Cliff Cannon Neighborhood Council's response to the "Request for Comments" for this proposed Comp Plan Amendment. That same document is attached to this email.

I look forward to future updates on the status of this Comp Plan Amendment requested for 6<sup>th</sup> Avenue and Stevens Street.

Respectfully.

Patricia

May 6, 2018

Tirrell Black  
Planning and Development Services  
City of Spokane  
808 Spokane Falls Boulevard  
Spokane, WA 99201

RECEIVED

MAY 07 2018

PLANNING & DEVELOPMENT

*hand delivered*

Re: FILE NO. Z17-612COMP, Clanton Family LLC, Comprehensive Plan Land Use Map Amendment Proposal

Dear Ms. Black,

The Cliff Cannon Neighborhood Council submits the following response to the "Request for Comments" regarding Parcels 35191.5101, .5102, and .5103, located at 415 and 417 W 6<sup>th</sup> Avenue and 605 S Stevens. These parcels are located exclusively within the Cliff Cannon Neighborhood (Neighborhood) boundaries. On page 11 of the Application packet, the following question and Agent response were as follows:

1. General Questions (for all proposals):
  - a. Describe the nature of the proposed amendment and explain why the change is necessary.

*The applicant/owner has the adjacent easterly 2 lots zoned CB-150. They total 15000 sf and are not large enough to accommodate retail users interested in the site. The inclusion of the westerly 30000 sf would enable the market to respond to the offer to lease the property and thereby add increased revenues to the City. Moreover, it would provide a common retail improvement from Stevens to Washington with access from 6<sup>th</sup> Avenue and two controlled intersections.*

The Neighborhood was unable to determine the intended definition of the highlighted sentence. Does this sentence indicate that "the offer" is currently being considered? Or is the sentence referring to a "future offer"?

Nevertheless, after reviewing the entire proposal/application for consideration of a Comprehensive Plan Land Use Map Amendment, the Neighborhood respectfully requests that the only realistic staff response should be:

"Based on staff review of the environmental checklist and other pertinent information the staff concludes that:

- C. There are probable significant adverse environmental impacts and recommends a Determination of Significance."

Following review of the application packet, the Neighborhood sorted specific concerns into the following three categories:

1. Repeated use of phrase in response to SEPA questions: "Non-project action, to be determined at time of building permit."
2. Disputed responses to SEPA questions unrelated to use of the repeated phrase noted in #1.
3. Significant inaccuracies in SEPA questions: Recreation (a) and Historic and cultural preservation (a) which the Agent failed to straightforwardly answer.

---

**1. Repeated use of phrase in response to SEPA questions: "Non-project action, to be determined at time of building permit."**

At the onset of our review, we noted the Dwight Hume, Registered Agent for the property owner, Clanton Family, LLC., used the following description 46 times in response to individual SEPA questions, "Non-project action, to be determined at time of building permit."

The repeated use and proposed definition of this phrase made it unreasonable for the Neighborhood to determine the relevance of each answer as applied to a future intended use of these three parcels. Additionally, the Neighborhood was unable to identify the impact of converting the proposed land use plan from "office" to "commercial" zoning. This phrase was repeated under the following topics and subtopics:

<b>A. BACKGROUND</b>	7 responses
a. Critical Aquifer Recharge Area (CARA)/Aquifer Sensitive Area (ASA)	
b. Stormwater	
<b>B. ENVIRONMENTAL ELEMENTS</b>	
a. Earth	6 responses
b. Air	2 responses
c. Water	
i. Ground	2 responses
ii. Surface	1 responses
iii. Water Runoff (including stormwater)	3 responses
d. Plants	2 responses
e. Energy and natural resources	2 responses
f. Environmental health	2 responses
i. Noise	2 responses
g. Land and shoreline use	1 response
h. Aesthetics	3 responses
i. Light and glare	2 responses
j. Historic and culture preservation	2 responses
k. Transportation	3 responses



I. Utilities	1 response
C. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS	5 responses

## 2. Disputed responses to SEPA questions unrelated to use of the repeated phrase noted in #1.

The following individual questions and their responses caused significant concern for the Neighborhood:

### A. BACKGROUND

- a. List any environmental information you know that has been prepared, or will be prepared, directly related to this proposal. **None**
  - i. The Agent should have access to environmental studies of this specific sector of Spokane and/or request that a study be prepared for consideration of a prospective lease.

### B. ENVIRONMENTAL ELEMENTS

- a. Earth. General description of the site. **Flat**
  - i. Although no considered a steep slope, there is a drop in elevation from the south to north border.
- b. What is the steepest slope on the site (approximate percent slope)? **Not applicable.**
  - i. As noted in question "a" above, a surveyor can determine the percentage slope on these specific parcels.
- c. Light and glare. Could light or glare from the finished project be a safety hazard or interfere with views? **No**
  - i. Unless the intended use of the parcels is known at this time, the answer "No" cannot determine if light or glare will cause a safety hazard or interfere with views..
- d. Transportation. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop. **Unknown**
  - i. Spokane Transit Authority (STA) has up to date information on existing public transportation in addition to the nearest bus stop to the parcels under consideration. (509) 328-7433

### C. SUPPLEMENTAL SHEET

- a. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as **parks**, wilderness, wild and scenic rivers, threatened or endangered species habitat, **historical or cultural sites**, wetlands, flood plains or prime farmlands. **NA**
  - i. The two bolded designations are contained in the Neighborhood. Parks are one of the beloved elements of Spokane. Additionally, Spokane has the most historic and cultural designations of any city in Washington State.

- b. Proposed measures to protect such resources or to avoid or reduce impacts are:

**NA**

- i. The Neighborhood would refer the Agent to the City's Historic Preservation Office (509) 625-6300 or Spokane Preservation Advocates (509) 344-1065 for resources to avoid or reduce impacts on **parks and/or historic or cultural sites**.

---

**3. Significant inaccuracies in responses to SEPA questions: Recreation (a) and Historic and cultural preservation (a) which the Agent failed to straightforwardly answer.**

The Agent, Mr. Hume, responded to both the Recreation (a) and the Historic and cultural preservation (a) questions indicating that Cliff Park was in close proximity to the identified parcels at 6<sup>th</sup> and Stevens. The Spokane County Assessors SCOUT map does show Cliff Park directly south of these parcels. Yet in between these two markers is one of Spokane's oldest historic and cultural centers highlighting its rich history, starting directly across from 6<sup>th</sup> Avenue and Stevens Street. The following list of historic buildings and properties represents a small portion that are eligible to be included. Please note: Buildings or locations with an asterisk in front of the name are already on a historic register.

- \*Kempis Apartments, 523 S Washington, 1906;
- \*Westminster Congregational Church, 411 S Washington, 1890 (oldest church in Spokane);
- \*Knickerbocker Apartments, 507 S Howard, 1912;
- \*Lewis & Clark High School, 521 W 4th, 1912;
- \*Breslin Apartments, 729 S Bernard, 1910;
- \*Glover Mansion, 323 W 8th, 1889;
- \*Roosevelt Apartments, 524 W 7th, 1929;
- \*D.C. Corbin House (Corbin Art Center) 507 W 7th, 1896;
- \*Moore Turner Heritage Garden (part of F. Rockwood Moore House, 525 W 7th, 1889;
- Altadena Apartments, 608 S Stevens, 1910;
- Alexandria Apartments, 623 S Howard, 1909;
- Culmstock Arms, 328 W 8th, 1929;

Cliff Cannon Neighborhood Council thanks you for consideration of our feedback to this application packet during your review for a "Determination of Significance." Again, we urge you to carefully evaluate these incomplete and inaccurate responses to the SEPA questions regarding FILE NO. Z17-612COMP, Clanton Family LLC, Comprehensive Plan Land Use Map Amendment Proposal.

Respectfully, *Patricia*

Dr. Patricia Hansen  
Point of Contact  
Cliff Cannon Neighborhood Council  
1104 W 8<sup>th</sup> Avenue

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