# URBAN EXPERIENCE COMMITTEE MEETING AGENDA FOR May 13<sup>th</sup>, 2019

1:15 p.m. - City Council Briefing Center

The Spokane City Council's Urban Development Committee meeting will be held at 1:15 p.m. on May 13, 2019 in City Council Briefing Center –Lower Level City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council.

The meeting will be open to the public, with the possibility of moving or reconvening into executive session only with the members of the City Council and the appropriate staff. No legislative action will be taken. No public testimony will be taken and discussion will be limited to appropriate officials and staff.

#### **AGENDA**

- I. Call to Order
- II. Approval of Minutes
- III. Consent Items
  - A. Vacation of Adams between 3rd & I-90 and alley- Eldon Brown
  - B. Spokane Youth Card Pilot Program- Gavin Cooley
  - C. Grant Application Cliff Cannon Historic District- Megan Duvall
  - D. A Way Home Washington's Anchor Community Initiative Funding Opportunity- Matt Davis
  - E. Emergency Ordinance Amending Street Vacation Ordinance C21386- Louis Meuler

# IV. <u>Discussion Items- Council Request</u>

- A. Residential Parking Tickets Fix- Karen Stratton (10 min)
- B. Grant and Sherman Property Sales Discussion of Revenue- Ben Stuckart (10 min)
- C. Foothills Property Discussion/Evaluate Sales- Ben Stuckart (10 min)
- D. Conservation Futures Pilcher Property Discussion- Ben Stuckart (10 min)
- E. Opioid Resolution- Ben Stuckart (10 min)

# V. Strategic Plan Session

- A. SPS/City/Library Partnership Monthly Update- Rick Romero & Andrew Chanse (5 min)
- B. Library Bond Implementation Update- Andrew Chanse (10 min)
- C. Economic Development- Julie Happy (5 min)
- D. South University District Trail Study- Colin Quinn-Hurst (10 min)
- E. Spokane Urban River Experience (SURE)- Rick Romero (10 min)
- F. Spokane Housing Resale Value Discussion- Charlie Wolff (10 min)

### VI. Staff Reports

- A. West Quadrant TIF Project Recommendations- Kevin Freibott (10 min)
- B. Economic Update- Kris Becker and Gavin Cooley (10 min)

## VII. Adjournment:

Next Urban Development Committee meeting will be on Monday, June 10<sup>th</sup>, 2019.

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 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or <a href="mailto:msteinolfson@spokanecity.org">msteinolfson@spokanecity.org</a>. 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.

# Briefing Paper (Urban Development Committee)

C L. ! L .	Vacation of the west 20 feet of Advantage 1 and 1 and 1	
Subject:	Vacation of the west 20 feet of Adams between 3 <sup>rd</sup> and I-90 along with the alley between 3 <sup>rd</sup> and I-90, from Cedar to Jefferson	
Date:	May 13, 2019	
Contact (email & phone):	Eldon Brown (ebrown@spokanecity.org) 625-6305	
City Council Sponsor:		
Executive Sponsor:	Theresa Sanders	
Committee(s) Impacted:	Urban Development	
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.	
Strategic Initiative:		
Deadline:		
Outcome: (deliverables, delivery duties, milestones to meet)	Precedes taking this application to a public hearing before City Council	
Background/History:  Volunteers of America of Eastern Washington and Northern Idaho would like to vacate this alley in order to build low income housing along with a Homeless shelter. They would like to vacate in order to control access to the site.  Executive Summary:  The applicant has requested that City Council consider a no-cost vacation.  Vacating this right-of-way would generate \$121,141.66 if the alley is sold to the adjacent property owners.		
Approved in current year budget?  Annual/Reoccurring expenditure?  If new, specify funding source:  Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating		
Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:		

# South Adams west 20' + alley south of 3rd Ave. Vacation "NO COST" Justification

#### Background:

On the corner of 3<sup>rd</sup> and Adams in downtown Spokane, Volunteers of American (VOA) and their partners are proposing a unique development meeting the needs of two separate and distinct populations. The proposed 42,000+ square foot project will provide 60 units of new, permanent, supportive housing for extremely low income, homeless men and women who are struggling with multiple special needs. The main floor of the structure will provide a 100+ bed women's shelter meeting the needs of some of our community's most vulnerable members.

Because of the two distinct populations served and the need to design the space to accommodate unique needs, the footprint of the building needs to be optimized.

#### Security/Safety:

Neighbors around the subject property have voiced concerns about the current lack of neighborhood security and the issues of trash, graffiti, loitering, and crime. The existing alley south of Third Avenue and the area adjacent to the freeway, provide a well-traveled path, away from the more frequently traveled streets. This is a problem for the community. While not a unique situation, the developers and planners on the VOA project are seeking broad community support as they consider final design features. As a result, the neighborhood safety factors are paramount. Because the main floor hosts a shelter for vulnerable women often preyed upon by others, the security of the surrounding area is critical to the safe operation of this facility.

The neighborhood has come together with a plan to help address security concerns, which relies on site control. This is achieved by vacation of the alley, a thorough fencing plan including maintenance access gates, the provision of security staff at the VOA facility and coordination to help address these issues. All of these items come with a significant cost. VOA has taken on the role of overall security management and leadership because of the link to their mission and the needs of the shelter users.

The proposed building is designed with the neighborhood in mind and provides a proposed shelter entrance and courtyard to the rear of the building on the Interstate-90 side of the block. This design feature helps keep those most vulnerable more secure. The plan pushes foot and vehicular traffic to 3<sup>rd</sup> avenue where it can be more effectively monitored and accommodated.

#### **Collaboration:**

The Larry H. Miller Group (and their real estate holding company) has stepped forward in a positive way and agreements have been reached between Miller Group and VOA that will result in land trades to make for a better project for the VOA property and help with the security

concerns. Miller is "giving up" much more land than they are getting back albeit they are getting slightly more surface parking because of the improved land configuration.

Through ongoing conversations with adjacent property owners, one item of note has continued to surface: No adjacent property owner who might be a party to the vacation of either the alley or Adams is interested in participating in purchasing vacated lands if it costs them any money. They uniformly believe the lands in question, encumbered as they are, with severely restricted uses, structure limitations, utility locations, easement requirements, etc. have no value and in some cases have more liability associated with them. They also realize that taking on the additional lands will increase their property tax bill.

We have a neighborhood of adjacent property owners who will support the requested vacations and would agree to take over ownership of their respective lands but not if it costs them money to purchase (see attached email from property owner to the West of our site). Some see the requirement to participate in fencing as a burden that takes them to their limit of participation.

#### Value proposition:

Here is a look at the value considerations for different segments of the proposed vacations.

- 1) Alley vacation area on the west end of the block with properties fronting on Cedar.
  - a. The vacated area here is between two existing structures. The distance between the two structures is approximately 16' leaving only the alley between the two buildings.
  - b. The alley along its entire length has a 12" wastewater in the center and other utilities are present.
  - c. If the alley is vacated it will be done with a "no build" easement, prohibiting future structures or encroachments into the 16' former alley area. Also, access must be maintained for utility maintenance.
  - d. Each property owner in this area would receive the 8' of alley on "their" side. Because of the deed restrictions, easements, access rights, etc. this land is of little use to the property owners, but the vacation make sense as a way to deal with security issues allowing the fencing plan to move forward.
  - e. As stated previously, the property owners in this area will be required to fence and gate the western end of the alley at their expense and will take on additional responsibility to keep in clean and safe.
- 2) The alley vacation area near the center of the block bordered on the north and south by lands owned by Miller Family Real Estate.
  - a. Many of the same issues above apply to this center piece except the existence of the two existing buildings referenced in 1a.
  - b. As a part of this overall transaction the Miller group has agreed to provide additional fencing along the western edge of their ownership.

- c. The Miller Family Real Estate has agreed to an exchange of lands with VOA resulting in VOA receiving a larger ownership area and Miller a smaller ownership.
- 3) Alley vacation area south of the proposed VOA building.
  - a. Same issues as above.
  - b. This area is proposed to be used as a courtyard and queuing area for Shelter customers. This is critical to the effective operation of the facility and addresses neighborhood concerns about activity that could otherwise occur on 3<sup>rd</sup> Ave.
  - c. As a part of the overall solutions VOA is proposing to expand the easement staging area for City access to the wastewater line. This additional area would be approximately 776 square feet and would expand the width of the wastewater easement area from the current 16' to 24' giving the City better access to its facilities.
- 4) The western 20' of S. Adams adjacent to the VOA ownership
  - a. This area is encumbered by a storm sewer which will need to be accommodated via VOA's development plan at VOA cost.
  - b. This land is not encumbered by the sort of other utilities that encumber the alley and hence it can be built upon with proper accommodations.
  - c. Arguably, this easement area has some value but the proposed transfer to a non-profit whose mission is meeting important needs for the most disadvantaged in our society.
  - d. The expanded building footprint accommodated by the 20' of S. Adams vacation allows the development to accomplish its purpose of serving the two distinct needs of a women's shelter and permanent, supportive housing for the chronically homeless.
  - e. The economics of the larger building allow more of those in need to be served AND allow the operator to cover the cost of on-site security.
  - f. As a part of the overall neighborhood plan, VOA is taking on the lead in security AND fence and gate maintenance to assure the security measure remain successful well into the future.
- 5) A separate vacation request will be made for the alley extending east from Adams to Jefferson.
  - a. The land restrictions noted under 1 above apply here as well.
  - b. This area is also critical to the fencing and security plan.

In summary, we are requesting that the City vacate the requested portions of city right-of-way at no cost to the applicants because the neighborhood worked together to help create a better project that meets an important community need and that the project will be hindered without the no-cost vacations. Charging for any of these vacated lands, will push the burden directly on VOA and thereby impact an important non-profit service provider. We hope City Council will treat the second vacation request in a similar manner because it is tied to these same issues.

Thank you for your time, your consideration and your service to our community. By working together, we can solve many of our communities most pressing issues.

#### Letter from Property Owners on West end of Block

Carlos Herrera <carlos@sdsrealty.com> Wed 3/27/2019 4:39 PM You

John,

We are willing to accept ownership of the southern 8' of the alley adjacent to our property provided there is **no cost** to accepting said ownership. The property has very little value to me as a property owner and it has been a liability. The city does not clean or patrol the alley. We constantly must clean it and remove needles and garbage. Our building is constantly vandalized from the alley as it is easy for people to hide.

I have spoken with the owners of the building on the north side of the alley (311 S Cedar) and they agree that the only way we will accept responsibility and ownership for the alley is if there is no purchase price cost.

Thanks for your consideration,

Carlos Herrera
General Manager
Brokerage & Property Management
SDS Realty Inc.
108 N Washington Suite 600
Spokane WA 99201
Cell: (509) 714-2593

Fax: (509) 624-1711

Email: carlos@sdsrealty.com



# Briefing Paper Urban Experience

Division & Department:	Finance Division		
Subject:	Spokane Youth Card Pilot Program		
Date:	April 26, 2019		
Contact (email & phone):	Gavin Cooley x6585		
City Council Sponsor:	Council President Stuckart		
Executive Sponsor:	Gavin Cooley x6585		
Committee(s) Impacted:	Urban Experience Committee		
Type of Agenda item:	☐ Consent ☐ Discussion ☐ Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan – Urban Experience		
Strategic Initiative:	Urban Experience		
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)	Drive demand for, and break down barriers to, accessing City Services.		
<u>Narrative</u> : Joint marketing to Spokane youth will drive awareness. Access to public transportation services will help make access to City events and services more convenient and drive use.			
Executive Summary:  This service is being offered to all students in the District 81 School District. This Summer Youth Card Pilot Program will allow students to ride the STA bus system for free and to access all free City services. The Summer Youth Card will be provided to students at the Spokane Public Libraries. This program will run from June 13 <sup>th</sup> through September 15 <sup>th</sup> . Spokane Transit Authority will track all data for rides and will bill the City of Spokane accordingly through the 3 month period.			
Budget Impact:  Approved in current year budget?			
Requires change in current operations/policy?   Specify changes required:  Known challenges/barriers:			

#### SPOKANE YOUTH CARD AGREEMENT

This Spokane Youth Card Agreement ("Agreement") is entered into by and between the City of Spokane ("City"), a Washington State municipal corporation and the Spokane Transit Authority ("STA"), a Washington State municipal corporation; each individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS, the City offers various activities and programs for youth during the summer months (June – September); and

WHEREAS, STA is the authorized provider of public transportation within the Spokane Public Transportation Benefit Area ("PTBA"); and

WHEREAS, the Parties share the desire to increase access to, and interest in, public services for students of Spokane School District 81 dba Spokane Public Schools ("SPS") through a pilot program referred to as the Spokane Youth Card program ("SYC").

NOW, THEREFORE, for and in consideration of the foregoing, and in consideration of the payments or other covenants and mutual agreements herein provided, the Parties agree as follows:

#### 1. PURPOSE

The purpose of this Agreement is to establish a Universal Transit Access Pass ("UTAP") Program ("Program") for SYC pilot project participants to use STA services upon presentation of a valid Cityissued SYC card ("Pass"), in accordance with the terms and conditions of this Agreement.

#### 2. RESPONSIBILITIES

#### A. City Responsibilities

- i. <u>Members</u>. For purposes of this Agreement, "Member(s)" shall be defined as any current SPS student who is issued a valid Pass to use on STA services.
- ii. <u>Passes</u>. The City will produce and issue an STA-approved Pass for Members' use of STA services.
- iii. <u>Activities</u>. The City will inform STA of upcoming City-based services and/or activities within the PTBA that may affect the level of rider services delivered by STA. Written notice will be provided at least thirty (30) days in advance of said service or activity.

- iv. Reporting. The City will provide a report to STA each month, identifying all eligible Members and their unique Pass identification for that month. This listing will be generated using the official SYC roster and will be forwarded electronically as a .CSV file to STA in accordance with Section 7 of this Agreement, or their designee.
- v. <u>Abuse</u>. The City will be responsible for monitoring abuse of its Passes. It is the responsibility of the City to notify STA of a valid Member Pass that needs to be cancelled due to Member(s) ineligibility for the Program.

#### B. STA Responsibilities

- i. <u>Fare</u>. All Members who possess a valid Pass will be allowed to ride STA regular service buses and ADA comparable Paratransit service vans ("Services") without paying a fare upon validation from the farebox or bus/van driver providing the service.
- ii. <u>Information and Distribution</u>. STA will supply and maintain information racks containing Services schedules throughout the PTBA and the Spokane PTBA-based facilities of the City. The cost for any additional information distribution requested by the City not currently provided by STA will be shared equally by the Parties.
- iii. Service Not Guaranteed. Services provided by STA is that service being provided to the public as determined by the STA Board and/or CEO from time-to-time in the normal course of operations. A Pass does not guarantee a ride. Services are subject to weather, mechanical interruptions, full vehicles, passenger conduct and other causes determined in the sole discretion of STA.
- iv. Reporting. STA will provide a monthly report to the City identifying the number of rides provided to and routes used by Members.

#### 3. TERM

This Agreement shall commence on June 13, 2019 and shall continue through September 15, 2019 (the "Term").

#### 4. RATES

In accordance with the STA Tariff Policy, the fee for the SYC Program is based on each unlinked trip taken by Members during the Term of this Agreement. The fee for each unlinked trip is calculated based on an established rate for each route in the PTBA and is detailed in the Direct Utility Rate Schedule, attached hereto as Exhibit A and incorporated herein.

Total ridership charges to the City for the SYC Program shall not exceed a Not-To-Exceed Fee ("NTE Fee") for the Term of this Agreement. The NTE Fee is based on STA's projection of ridership and represents the maximum total price for the Term of this Agreement. Actual monthly ridership may result in the cost of this Agreement to be lower than the NTE Fee.

The gross NTE Fee for this Agreement shall be \$48,000.00 (forty-eight thousand dollars). In support of the SYC Program and in recognition of the value of marketing STA shall receive through this Agreement, STA has applied the following credits to the gross NTE Fee:

- \$5,000.00 (five-thousand dollars) credit for the City's cost to produce Passes for use by Members.
- \$5,000.00 (five-thousand dollars) credit for the estimated value of the City's marketing and promotion of STA's services included in the SYC Program.

After application of the credits, the net NTE Fee for this Agreement shall be \$38,000 (thirty-eight thousand dollars).

#### 5. INVOICING AND PAYMENT

- A. Monthly Invoices. STA shall invoice the City by the 15<sup>th</sup> day of each month for the preceding month's Member trips, as established by STA's record of actual usage of the Pass issued by the City.
- B. <u>Payment</u>. Payment in full shall be remitted to STA within thirty (30) days of the date of STA's invoice.
- C. <u>Late Payment Penalty</u>. Any late payment shall be subject to penalty accruing at the maximum rate allowable by state law for each month, or portion thereof, the payment remains due.

#### 6. NOTICES

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by regular mail, postage prepaid; (3) by registered or certified mail, postage prepaid, return receipt requested; or (4) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) three (3) business days after the date of mailing by regular mail, postage prepaid; (3) upon receipt after dispatch by registered or certified mail, postage prepaid; or (4) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

City of Spokane	Spokane Transit Authority
Mike Ormsby City Attorney City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	Robert West Contracts Compliance Specialist Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201
E: mormsby@spokanecity.org P: (509) 625-6287	E: rwest@spokanetransit.com P: (509) 325-6026 F: (509) 325-6036

#### 7. COMMUNICATIONS

Any administrative or operational communications required by the Parties shall be directed to the Parties' representatives below:

City of Spokane	Spokane Transit Authority
Laura Williams	Brandon Rapez-Betty
Finance - Administration	Director of Communications & Customer
City of Spokane	Service
808 W Spokane Falls Blvd	Spokane Transit Authority
Spokane, WA 99201	1230 W Boone Ave
	Spokane, WA 99201
E: lwilliams@spokanecity.org	
P: (509) 625-6585	E: brapez-betty@spokanetransit.com
F: (509) 625-6939	P: (509) 344-1879
	F: (509) 325-6036

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by facsimile or email, addressed to the designated representative of the Parties as set forth above, or as may be revised by written notice in accordance with Section 6 of this Agreement.

#### 8. HOLD HARMLESS

Each Party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents in the performance of this Agreement. No Party to this Agreement shall be responsible for the acts and omissions of those entities or individuals not a Party to this Agreement.

#### 9. INDEPENDENT CAPACITY

- A. <u>Employees</u>. The employees or agents of each Party to this Agreement will continue to be employees or agents of that Party and will not be considered for any purpose to be employees or agents of the other Party.
- B. No Partnership and No Third Party Beneficiaries. It is agreed by the Parties that this Agreement does not create a partnership or joint venture relationship between the Parties and does not benefit or create any rights in a third party.

#### 10. TERMINATION

A. <u>Default</u>. Any Party may terminate this Agreement for default in the event a Party fails to perform a material obligation under this Agreement. Termination shall be effected by serving a notice of termination, in accordance with Section 6 of this Agreement, on the other Party setting forth the manner in which the Party is in default and the effective date of termination, which shall not be less than fifteen (15) calendar days after the date of notice. The termination shall not take effect if the default has been cured within seven (7) calendar days after the date of the notice of termination.

- B. <u>Convenience</u>. A Party may terminate this Agreement for convenience with thirty (30) days written notice. Termination shall be effected by serving a notice of termination, in accordance with Section 6 of this Agreement, on the other Party setting forth the notice of termination and the effective date of termination.
- C. <u>Obligations</u>. If this Agreement is terminated, the City shall be liable for its share of the cost of all unlinked trips taken by Members up to, and including, the date of termination. Final invoicing and payment shall be in accordance with Section 5 of this Agreement.

The City shall have no further obligation to pay for Member trips taken following the date of termination.

#### 11. FORCE MAJEURE

In the event that either Party's obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, weather event, act of God, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of either Party, then the Parties shall be released from performance under this Agreement. Both Parties hereby waive any claim for damages or compensation for such delay or failure to perform.

#### 12. REMEDY

The sole remedy for any Party to this Agreement is termination, in accordance with Section 10 of this Agreement. No other remedy in damages or equity is intended by this Agreement.

#### 13. COMPLIANCE WITH LAWS

Each Party to this Agreement shall comply with all applicable federal, state and local laws and regulations.

#### 14. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the Parties as granted or imposed by state law. Any and all disputes concerning this Agreement must be resolved in the Superior Court of Spokane County, Washington. The Parties agree to exclusive personal jurisdiction, subject matter jurisdiction and the venue of this court.

#### 15. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the Parties hereto and their successors and assigns. The Parties however agree that they will not assign or delegate the duties to be performed under this Agreement without prior written approval from the other Party.

#### 16. ENTIRE AGREEMENT

This Agreement and its attachments constitute the entire Agreement between the Parties and supersede all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

#### 17. MODIFICATION

This Agreement may be amended or modified only by written instrument signed by the Parties hereto.

#### 18. SEVERABILITY

Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state or local law or regulation, or contrary to public policy, the remaining provisions shall continue in full force and effect. The Parties agree to immediately attempt to renegotiate such provision that is invalidated or superseded by such laws or regulations.

#### 19. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex (including sexual orientation and gender identity), race, color, religion, creed, marital status, familial status, 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.

#### 20. ANTI-KICKBACK

No officer or employee of STA and/or the City, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, 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 Agreement.

#### 21. TRADEMARKS AND LOGOS

Both Parties are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other Party without first obtaining prior written consent from the other Party.

#### 22. PUBLIC RECORDS ACT

Each Party to this Agreement understands the Parties are each a municipal corporation of the State of Washington, and as such, subject to the Public Records Act, RCW 42.56 et seq.

#### 23. AUDIT/RECORDS

The Parties shall maintain for a minimum of six (6) years following final payment all records related to its performance of this Agreement. The Parties shall provide access to authorized representatives of the State Auditor's office 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 this Agreement, federal law shall prevail.

Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties. Both Parties acknowledge that they are subject to chapter 42.56 RCW, the Public Records Act.

## 24. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

#### 25. ELECTRONIC SIGNATURES

A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of any original executed copy of this Agreement or such other ancillary agreement for all purposes.

#### 26. SIGNATURES

The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

### City of Spokane

### **Spokane Transit Authority**

	F	
By:	David Condon	By: E. Susan Meyer Title: Chief Executive Officer
Title:	Mayor	Title: Chief Executive Officer
Date:	,	Date:
		Attest:
By:	Terri Pfister City Clerk	By: Dana Infalt Title: Clerk of the Authority
		_
Appro	ved as to form:	Approved as to form:
By: Title:	Mike Ormsby City Attorney	By: Laura McAloon Title: Legal Counsel
Date:		Date:

# **EXHIBIT A**

2018-2019 Direct Utility Rate Effective 09/16/18			
			ct Utility Rate er boarding)
11	Plaza/Arena Shuttle ^	\$	0.87
12	Southside Medical Shuttle ^	\$	1.07
20	Spokane Falls Community College	\$	0.97
21	West Broadway	\$	0.87
22	Northwest Blvd	\$	0.95
23	Maple/Ash	\$	0.78
24	Monroe	\$	0.85
25	Division	\$	1.13
26	Lidgerwood	\$	1.18
27	Hillyard	\$	1.07
28	Nevada	\$	1.07
29	SCC	\$	1.02
32	Trent/Montgomery	\$ \$	1.33
34	Wellesley	\$	0.83
39	Freya Mission	\$	0.98
42	South Adams	\$	0.90
43	Lincoln/37th Ave	\$	0.86
44	29th Ave	\$	0.89
45	Regal	\$	1.02
60	Airport/Browne's Add	\$	0.97
61	Highway 2/Browne's Add	\$	1.25
62	Medical Lake	\$	1.75
64	Cheney/West Plains *	\$	1.12
66	EWU	\$	1.46
68	Cheney Local	\$	0.89
74	Mirabeau/Liberty Lake	\$	1.75
88	Special Events	\$	1.12
90	Sprague	\$	1.18
94	East Central/Millwood	\$	1.14
95	Mid-Valley	\$	1.12
96	Pines/Sullivan	\$	1.13
97	South Valley	\$	1.12
98	Liberty Lake via Sprague	\$	1.08
124	North Express	\$	1.41
172	Liberty Lake Express	\$	1.75
173	Valley Transit Center Express	\$	1.56
190	Valley Express *	\$	1.12
662	EWU North Express ^	\$	1.46
663	EWU VTC Express ^	\$	1.46
664	EWU South Hill Express ^	\$	1.46
X	New Route	\$	1.12
P	Paratransit	\$	1.75

Renumbered Route

<sup>\*</sup> New Route

# Briefing Paper Urban Experience Committee

Division & NBS, Historic Preservation		
Department:		
Subject: Grant Application – Cliff-Cannon Historic District		
<b>Date:</b> 4/30/19		
Author (email &	Megan Duvall, mduvall@spokanecity.org 625-6543	
phone):		
City Council Sponsor: CM Kinnear		
<b>Executive Sponsor:</b>	NBS Division	
Committee(s) Urban Experience		
Impacted:		
Type of Agenda item: x Consent Discussion x Strategic Initiative		
Alignment: (link agenda	Comp plan – Chapter 8, Urban Design and Historic Preservation (DP 3	
item to guiding document	Preservation)	
– i.e., Master Plan,	https://static.spokanecity.org/documents/shapingspokane/comprehensive-	
Budget , Comp Plan,	plan/chapter-8-urban-design-and-historic-preservation.pdf	
Policy, Charter, Strategic Plan)		
Strategic Initiative:	Urban Experience: Invest in key neighborhoods	
Deadline: April 27, 2019 (grant application turned in)		
Outcome: (deliverables, Historic district creation for 280-300 properties within the Cannon		
delivery duties, neighborhood		
milestones to meet)		
	vide brief history e.g. this is the 3 <sup>rd</sup> and final 5 year extension of the contract	
which was put in place in		
	s-through federal funds for \$17,500 for in-house creation of a local historic	
	Neighborhood. Washington State Department of Archaeology and Historic	
Preservation is funding ag	gency.	
Executive Summary:		
	submitted 4/27/19	
	rs late May, early June	
•	ntracting over the summer	
	begin on October 1, 2019	
Grant project can	segmon october 1, 2013	
Budget Impact:		
Approved in current year budget? x Yes No		
Annual/Reoccurring expenditure? Yes X No		
If now, specify funding sources Department of Augher-laws and Ulistadia Busses at the Augher-laws at the Augher-laws and Ulistadia Busses at the Augher-laws at the Augher-l		
If new, specify funding source: Department of Archaeology and Historic Preservation (grant)  Other hudget impacts: (revenue generating, match requirements, etc.) No match required		
Other budget impacts: (revenue generating, match requirements, etc.) No match required  Operations Impact:		
Consistent with current operations/policy? x Yes No		
Requires change in current operations/policy? Tyes x No		
Specify changes required:		
Known challenges/barriers:		

# CERTIFIED LOCAL GOVERNMENT FY 2020 GRANT APPLICATION

DUE IN OFFICE FRIDAY, APRIL 26, 2019 BY 5:00 PM

#### I. APPLICANT

(Please carefully review the "Application Instructions" before beginning work)

Α.	<b>Name of Local Government</b>			
	City of Spokane			
В.	Address			
	808 W Spokane Falls Boulevar	·d		
	City	State	Zip code	
	Spokane	WA	99201	
	Megan Duvall  Telephone Number for Cont	tact Perso	ın	
	509-625-6543			
Ε,	<b>Email Address for Contact P</b>	Person		
	mduvall@spokanecity.org			
F.	<b>Grant Amount Requested</b>			
	\$17,500			
Н.	Total Project Cost			
	\$32.322			

# II. PROJECT SUMMARY (Use only the space provided – description section follows)

Cliff-Cannon is one of Spokane's earliest residential neighborhoods, located just south of downtown at the bottom of the South Hill. The neighborhood as defined by the City of Spokane contains two National Register Historic Districts, the Ninth Avenue Historic District and the Marycliff-Cliff Park Historic District. Our hope with this grant funding is to create the **Cannon Hill Historic District** as a Spokane Register Historic District along with design standards for the district in order to protect it from further loss of historic resources as well as intrusive infill development. Working with the neighborhood we have identified a rough boundary for the district centered primarily around the Ninth Avenue Historic District. First, we will work with the neighborhood to identify the specific boundaries of the proposed district. Second, we anticipate updating and completing approximately 280-300 inventory (resource) forms within the proposed district. Next, we will create a local register nomination form based largely off of the NRHP district information. Finally, design standards will be created alongside the nomination and inventory work to guide change within the district as well as future development.

# 

#### Introduction - Goals Met

The Cannon Hill Spokane Register Historic District (SRHD) nomination, design standards and inventory work will further the Spokane City/County Historic Landmarks Commission historic preservation goals and objectives, specifically Spokane Municipal Code 04.35.080 B: Identify and actively encourage the conservation of City and County historic resources; recommend the designation of historic landmarks and districts; raise community awareness of historic resources.

Additionally, the formation of the Cannon Hill SRHD aligns with the City's Comprehensive Plan, specifically DP 2.7 which states, *Utilize design guidelines and criteria for sub-areas and historic districts that are based on local community participation and the particular character and development issues of each sub-area or historic district,* and DP 3.10 which states, *Utilize zoning provisions, building regulations, and design standards that are appropriate for historic districts, sites, and structures.* 

#### Neighborhood Background - Needs Statement

b. Project Descriptionc. Statement of Needd. Project Objectives

The Cliff-Cannon Neighborhood is directly south of Downtown Spokane stretching up Spokane's South Hill to 16<sup>th</sup> Ave. The neighborhood, platted in the mid-1880s, is bounded by Grand Avenue on the east and the bluff overlooking Hangman Creek on the west. However, residential development did not meaningfully expand to the neighborhood until Spokane's decade of greatest population growth, 1900-1910.

The residential patterns in the neighborhood vary greatly from north to south and from east to west. The far north strlp of the neighborhood nearest to downtown is defined by large commercial developments including two hospitals, a high school, and high rise apartments. The southeast portion of the neighborhood surrounding Edwidge Woldson Park and Cliff Park, which includes the Marycliff-Cliff Park Historic District, is characterized by large mansions on bigger lots and was reserved primarily for Spokane's elite and upper-class. The Ninth Avenue Historic District, situated in the northwest portion of the neighborhood, contains a relative mix of majestic homes and more modest residences.

The Ninth Avenue Historic District features work from most of Spokane's prominent turn-of-the-century architects, including Loren L. Rand, Willis A. Ritchie, Cutter and Malmgren, Albert Held, John K. Dow, and Julius Zittel. Their designs, situated along tree-canopied avenues, reflect the most popular architectural styles of the day, ranging from the stately Queen Anne to the modest bungalow. And yet, in addition to the majestic homes

# IV. PROJECT DESCRIPTION (Continued)

of Spokane's more prominent citizens, the Ninth Avenue Historic District includes a wealth of residences owned by members of this community's burgeoning middle class. Teachers, merchants and contractors purchased homes in the area, creating a neighborhood diverse not only in its architectural composition, but in its economic and social representation as well.

At the time of listing on the NRHP in 1994, the period of significance for the Ninth Avenue Historic District was determined to be 1892-1940. In the twenty-five years since listing on the NRHP, many mid-century resources within and adjacent to the district now meet the age requirement for listing. As part of this project, we will reassess the period of significance to potentially include some of these mid-century resources, such as the 1948 Studio Apartment at 1102 W. 6<sup>th</sup> Avenue designed by McClure & Adkinson.

#### Why pursue a Cannon Hill Historic District for listing on the Spokane Register of Historic Places?

Although much of the Cliff-Cannon Neighborhood is historic and deserving of recognition, the northwest portion of the neighborhood is at greatest risk of losing additional historic resources to make way for large multi-family developments. City of Spokane zoning laws were recently changed (January 2019) to allow for fifty foot building heights in Residential Multi-Family (RMF) and Residential High-Density zones (RHD). The proposed **Cannon Hill Historic District** will lie primarily within RMF and RHD zones. Furthermore, there are some sections of the proposed district that have been rezoned to seventy-foot building heights. (See attachment.)

In 2017, three contributing buildings to the Ninth Avenue Historic District were demolished and a multi-family development is nearing completion on the site. The Spokane HPO does review demolitions within NRHP districts, however, at the time of the demolition, we had no alternative but to approve demolition. While demolition was reviewed, there was no design review from HPO of the new construction. (See attachment.)

In 2017 and 2018 the Spokane Historic Preservation Office and Councilmember Lori Kinnear worked to rewrite the Spokane Historic Preservation Ordinance to allow for the formation of local historic districts through a vote of the majority of property owners. Now that this is an option for neighborhoods, Cliff-Cannon is prepared to seek designation for the **Cannon Hill Historic District**.

#### The Project - What are we planning to do about it?

The Cliff-Cannon Neighborhood Council first approached the Spokane HPO in the fall of 2014 to discuss how they might achieve some protections for their historic neighborhood. After much discussion, many neighborhood meetings, and a lengthy process to revise the city's historic preservation ordinance, the decision was made that creating a **Cannon Hill Historic District** was the preferred plan forward for several reasons:

- 1. The ability for the SHLC to deny demolition of important contributing resources within the district
- 2. Spokane Historic Landmarks Commission will review NEW construction within the district
- 3. Ability to offer incentives such as Special Valuation and competitive <u>Façade Improvement Grants</u> to all contributing properties within the district effectively giving developers a reason to pause on demolishing historic properties = Economic Development
- 4. Design review of changes throughout the district, stabilizing property values

Neighborhood volunteers distributed a short survey with assistance from the HPO to poll property owners within Cliff-Cannon on whether or not they would like to see the local district created. Results so far are overwhelmingly positive with 87% approval to move forward, and only one survey respondent expressing opposition to district formation. Project will be completed by the Spokane HPO Historic Preservation Specialist, Logan Camporeale (MA – History, EWU – see attached resume) under supervision of HPO Megan Duvall.

#### Objectives:

- Create a Cannon Hill SRHD to protect the district from insensitive infill development as well as offer incentives for rehab/reuse of existing resources
- Complete between 280-300 inventory (resource) forms
- Create design standards for the district similar to those in process for Browne's Addition

## V. SCHEDULE FOR PROJECT COMPLETION

List each proposed grant activity separately estimating the start and completion dates. This should be a complete listing of all potential activities associated with the grant including the *two* draft submittal dates of April 24, 2020 for the first draft and July 6, 2020 for the second draft. Final projects must be turned in by September 1, 2020. A start date and completion date are not sufficient for the Schedule of Project Completion.

WORK TO BE ACCOMPLISHED	Estimated Starting Date	Estimated Completion Date
Work with neighborhood to fine-tune and establish district boundaries (meeting)	Oct 2019	October 2019
Begin work on nomination	Oct 15, 2019	February 1, 2020
First draft of nomination – highlighting period of significance expansion to aid in inventory work		February 15, 2020
First draft to SHLC committee	Feb 15, 2020	Feb 28, 2020
Inventory/Resource forms work started and completed – contributing/non-contributing resources established with HPO	December 1, 2020	February 1, 2020
Neighborhood meeting to present draft nomination and resource forms		March 2020
First draft to DAHP (nomination and resource forms)		April 24, 2020
Design standards development	Jan 2, 2020	May 3, 2020
Meeting with neighborhood on design standards		May, 2020
Final draft to DAHP		July 6, 2020
Incorporate final changes	July 30, 2020	August 31, 2020
Public presentation on findings***		TBD
Final product to DAHP		August 31, 2020
Reimbursement paperwork turned in	Sept 1, 2020	Sept 15, 2020
***there will be presentations and consultation with	the Cliff-Cannon Ne	ighborhood

<sup>\*\*\*</sup>there will be presentations and consultation with the Cliff-Cannon Neighborhood Council/residents throughout project – minimum of 3 meetings

# **VI. PROJECT BUDGET ELEMENT/OBJECT**

(include each position- volunteer or staff - and attach hourly wage justification if needed)

Salaries

Other  Total Goods & Services:	\$1450  Federal Dollars	Hard Match	Soft Match	\$1450  Total Project Cost
	\$1450			\$1450
Other				
Other				
	NTV		T-	
Travel				
	T	1		
Notice sign	\$800			\$800
Mailings/printing – minimum of 3 full property owner mailings	\$650			\$650
Materials/Supplies/Equipment				
Contract Services	Federal Dollars	Hard Match	Soft Match	Total
GOODS & SERVICES				
Total Element/Object:	\$16,050	\$14,822		\$29,822
(*Include justification for indirect %)				
Indirect %				
Federal, 400 hours/local)				
Camporeale \$25/hr (642 hours/	\$16,050	400 hrs/\$25 \$10,000		\$25,000
Historic Preservation Specialist - Logan		100 hr/\$48.22 \$4822		\$4822
		Hours)	volunteer hours	

Federal Dollars

(CLG grant

Hard Match\*

(Local government

Soft Match\*

(Donated goods

Total

VII. CHECKLIST – Due by April 26, 2019

To assure that your grant proposal is complete, please check off that you have included the following:

x	Five completed copies of the application (One of the five copies must be an unstapled, ONE-SIDED copy of the application along with the three original attachments with signature – the four additional copies should NOT include the signature attachments).
x	***One <b>digital copy</b> of your application emailed to Kim Gant at <a href="mailto:kim.gant@dahp.wa.gov">kim.gant@dahp.wa.gov</a> ***
	Written documentation for federally approved indirect cost rate, if applicable.
x	Written justification for volunteer rates, if applicable.
x	<b>One</b> signed original Statement of Understanding for Grant Management Requirements (Attachment 1) – <b>not stapled to the application</b> .
x	<b>One</b> signed original Assurance of Compliance with the U.S. Department of the Interior Regulations under Title VI of the Civil Rights Act of 1964 (Attachment 2) – <b>not stapled to the application</b> .
x	One signed original Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form (Attachment 3) – <b>not</b> stapled to the application.



### **Demolished resources within proposed Cannon Hill Historic District:**





#### **Corner of Ninth Avenue and Madison Street**

1021 W. 9<sup>th</sup> Ave. – Built in 1906, this vernacular two story house with craftsman influences was a contributing property to the district

1025 W. 9<sup>th</sup> Ave. – Built in 1907, this one and a half story bungalow was a contributing property to the district

1029 W. 9<sup>th</sup> Ave. – Built in 1906, this two story Dutch Colonial house was a contributing property to the district

Rendering of the nearly completed project that replaced the demolished contributing properties at Ninth Avenue and Madison Street (pictured above):





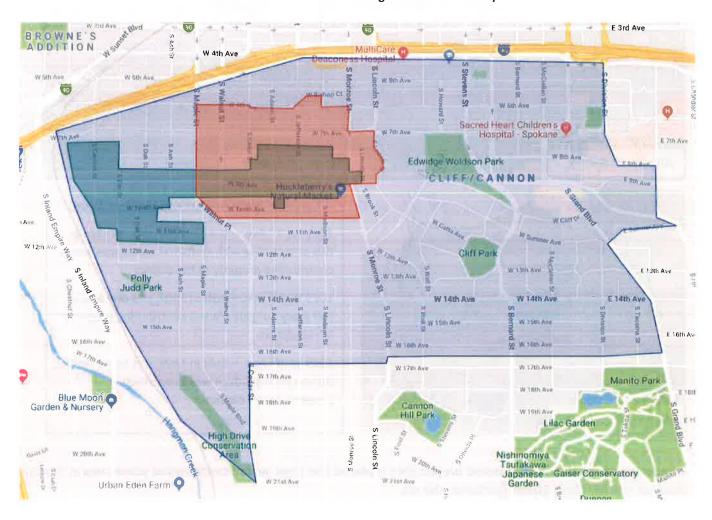
# Cliff-Cannon Neighborhood Map

Salmon = Proposed Cannon Hill Spokane Register Historic District

Teal and Brown = Ninth Avenue National Register Historic District

Brown = Overlap of proposed Canon Hill District and Ninth Ave NRHP District

Periwinkle = Cliff-Cannon Neighborhood Boundary





## Proposed Cannon Hill Local Historic District with City of Spokane Zoning

Salmon = Proposed Cannon Hill Spokane Register Historic District

Green Stars = Individually listed properties on the Spokane Register of Historic Places

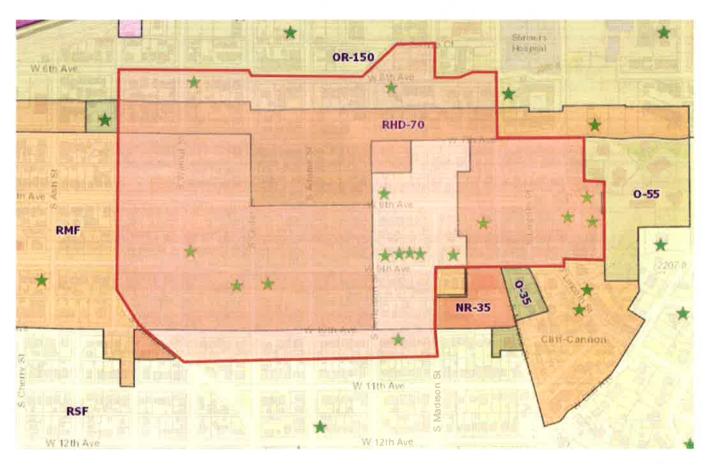
Light Brown = Residential Multifamily Zone (RMF) – 50' height limit

Medium Brown = Residential High Density (RHD) – 70' height limit

Light Yellow = Residential Single Family (RSF) – 35' height limit

Light Green = Office Retail (OR) – 150' height limit

Orange = Neighborhood Retail (NR) 35' height limit





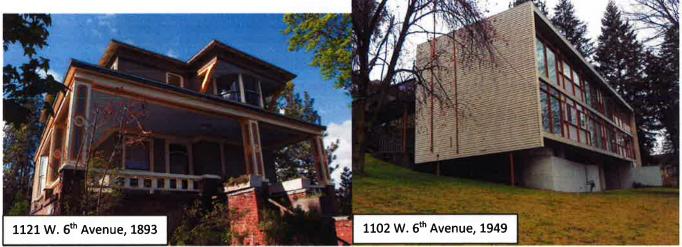
# **Potential Contributing Resources within Proposed Cannon Hill Historic District:**



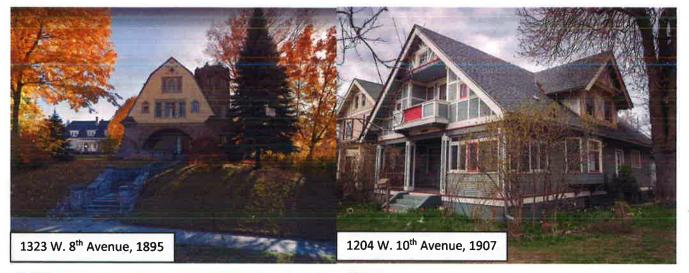




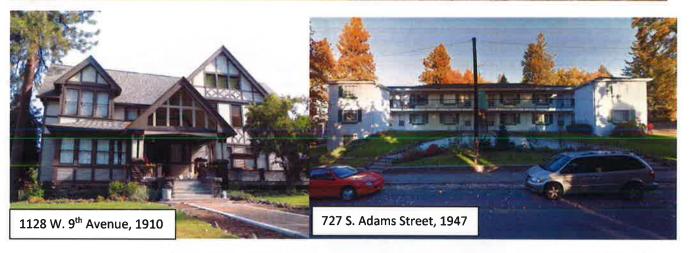






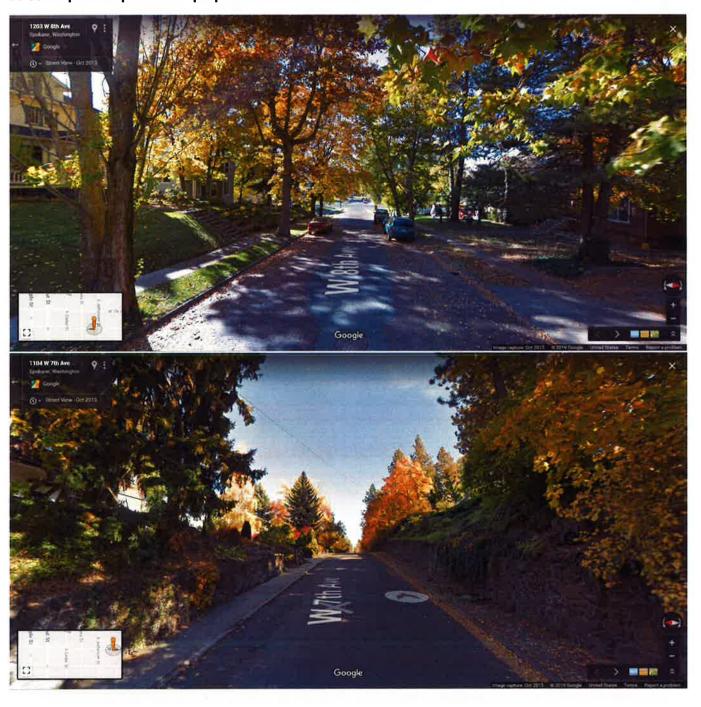








# Streetscape examples within proposed Cannon Hill Historic District:





# CLG FY2020 Grant Application Attachment



# **ATTACHMENT 3A**

# U. S. DEPARTMENT OF THE INTERIOR CIVIL RIGHTS ASSURANCE

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is sued for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of the assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  My MKDLL	TITLE HISTORIC PRESERVATION OFFICER
APPLICANT/ORGANIZATION CITY OF SPOKANE	DATE SUBMITTED 4/25/19
APPLICANT/ORGANIZATION MAILING ADDRESS  808 W SPOKANE FALLS BLVD SPOKANE, WA 99201	BUREAU OR OFFICE EXTENDING ASSISTANCE

DI-1350 (REV 6/91)

# **ATTACHMENT 3B**

# STATEMENT OF UNDERSTANDING FOR GRANT MANAGEMENT REQUIREMENTS

- CLGs receiving HPF grant assistance must fulfill the terms of their grant agreement with the state and adhere to all requirements of the National Register Programs Manual. This requirement includes compliance with Title VI of the Civil Rights Act of 1964, 78 Stat. 241, as amended, which provides that no person on the grounds of age, race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be subject to discrimination under any activity receiving Federal financial assistance.
- Local financial management systems shall be in accordance with the standards specified in OMB Circular A-128, "Standards for Grantee Financial Management Systems."
- Indirect costs may be charged as part of the CLG grant only if the CLG subgrantee meets the requirements of the manual. Unless the CLG has a current indirect cost rate approved by the cognizant federal agency, only direct costs may be charged.
- Grant recipients must maintain auditable financial records in accordance with the General Accounting Office's Standards for Audit of Governmental Organizations, Programs, Activities, and Functions.
- The CLG subgrantee will provide, with request for reimbursement, documentation to support billings (time sheets, front and back canceled checks, etc.) for federal and non-federal share claimed.
- Repayment will be made to the SHPO organization if terms and conditions of the subgrant agreement are not followed or costs claimed are disallowed following audit.

CLG	_
City of Spokane	
SIGNATURE OF APPLICANT	
Myshikall	
TITLE	
Historic Preservation Officer	
DATE 4/25/19	

# **ATTACHMENT 3C**

U.S. Department of the Interior
Certification Regarding
Debarment, Suspension, Ineligibility and
Voluntary Exclusion

# Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.500, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington, D.C. 20240.

#### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (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.

Megan Duvall, Historic Preservation Officer		
Name and Title of Authorize	ed Representative	
MychiKall		
<i>*O</i>	4/25/19	
Signature	Date	

# Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant 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 and 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 which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has 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 meanings set out in the Definitions and Coverage sections 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 proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the 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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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 Nonprocurement List (Tel.#).
- 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 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.

### Briefing Paper Urban Experience

Division & Department:	Neighborhood and Business Services – Community, Housing, and
	Human Services (CHHS) Department
Subject:	A Way Home Washington's Anchor Community Initiative Funding
	Opportunity
Date:	May 13, 2018
Author (email & phone):	Matt Davis (mrdavis@spokanecity.org ext. 6815)
City Council Sponsor:	N/A
<b>Executive Sponsor:</b>	Kelly Keenan
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	Consent Discussion Strategic Initiative
Alignment: (link agenda item	2015-2020 Strategic Plan to End Homelessness; 2015-2020
to guiding document – i.e.,	Consolidated Plan for Community Development
Master Plan, Budget , Comp	
Plan, Policy, Charter, Strategic	
Plan) Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	Application is due May 15, 2019.
Outcome: (deliverables,	CHHS is requesting permission to apply for a \$1 million grant through
delivery duties, milestones to	the Anchor Community Initiative RFP.
meet)	the Allehor Community initiative in 1.
	, 2018, A Way Home Washington (AWHWA) and the Office of
Homeless Youth Prevention an	d Protection (OHY) released a Request for Proposals (RFP) available to
the four counties selected to p	articipate in the Anchor Community Initiative (ACI). The funding
allocated by the WA State Legi	slature is \$4,000,000, with each community eligible to apply for up
\$1,000,000. The ACI RFP is desi	gned to support communities in developing their local infrastructure of
	ent and end youth and young adult (YYA) homelessness. Applications
are due May 15.	
Executive Summary:	
1	rship with AWHWA to solicit proposals from selected Anchor
	lementing strategies to improve systems to prevent and end youth
-	nding opportunity is a chance to enhance our community's efforts to
I.	ugh diversion, emergency response, and long-term housing. CHHS is to increase the capacity of the local homeless crisis response system to
	oup of key partners, including public schools, child welfare, behavioral
_	justice with the goal of preventing youth in those systems from
	d establishing a quality by-name list of all unaccompanied YYA
experiencing homeless in Spok	
Budget Impact:	
Approved in current year budg	et? Yes No
Annual/Reoccurring expenditu	
	Washington State Department of Commerce Office of Homeless Youth
Other budget impacts: None.	
Operations Impact:	
Consistent with current operat	ions/policy? Yes 🔲 No
Requires change in current ope	• • • • • • • • • • • • • • • • • • • •
Specify changes required: None	
Known challenges/barriers: No	ne known.

### Briefing Paper Urban Experience Committee

Division &	Business & Development / Planning and Developer Services
Department:	
Subject:	Emergency Ordinance amending street vacation ordinance C21386 removing utility easements no longer needed
Date:	May 13, 2019
Author (email &	Louis Meuler (Imeuler@spokanecity.org, 625-6096)
phone):	
City Council	
Sponsor:	
Executive	
Sponsor:	
Committee(s)	Urban Experience / Public Infrastructure
Impacted:	
Type of Agenda item:	Consent Discussion Strategic Initiative
Alignment: (link	Washington State Connecting Washington Transportation Funding Package
agenda item to	Washington State North Spokane Corridor Project Website:
guiding document –	http://www.wsdot.wa.gov/Projects/US395/NorthSpokaneCorridor/default.htm
i.e., Master Plan, Budget , Comp Plan,	and
Policy, Charter,	www.NSCPlace.com
Strategic Plan)	
Strategic	
Initiative:	
Deadline:	
Outcome:	Council approval of emergency ordinances amending an old street vacation
(deliverables, delivery	ordinance (C21386) removing easements no longer needed.
duties, milestones to	
meet)	
Background/History:	nances will remove utility easements that no longer needed.
Amending these ordin	iances will remove utility easements that no longer needed.
Executive Summary:	
An Emergency	y Ordinance allows for a shorter ordinance effective date to facilitate a property
exchange bet	ween WSDOT and BNSF Railway to facilitate the construction timeline and
minimize disr	uption to the City's transportation system.
Budget Impact: None	
Approved in current y	
Annual/Reoccurring e If new, specify funding	
	g source. :: (revenue generating, match requirements, etc.)
Operations Impact:	. trevenue generating, materriequirements, etc./
Consistent with curre	nt operations/policy?
	rrent operations/policy?
Specify changes requi	
Known challenges/ba	

City of Spokane Planning & Development Services 808 West Spokane Falls Blvd. Spokane, WA 99201-3343 (509) 625-6500

ORDINANCE NO.	
An ordinance amending ordinance C21386 needed and declaring an emergency.	3 removing easements that are no longer
WHEREAS, it is necessary for the City to ordinance to enable it to be effective immediately unarterial system; and	
WHEREAS, the City Council has found the best be served by removing the easement listed be	
The City of Spokane does ordain:	
Section 1. Rich Avenue from the east line Burlington Northern, Inc., right of way, in the City of is hereby vacated., subject to the following conditions	Spokane, Washington, be, and the same
Reservations for existing public and private	utilities.
Section 2. This ordinance shall take effect its passage. Emergency Ordinance. The City Coumajority plus one of the whole membership of the is necessary for the public health, safety and welfagovernment and its existing public institutions, an passage.	ncil finds that this ordinance, passed by a City Council as an emergency ordinance are and for the immediate support of City
Passed the City Council	
•	
	Council President
Attest:	
City Clerk	

	Approved as to Form:
Attorney	Assistant City Attorney
Date:	Mayor
Date:	Mayor Effective Date:

ORDINANCE NO. C-	<b>ORDINANCE</b>	NO. C	
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An ordinance updating parking time limits and regulations; enacting a new section 16A.04.055; and amending sections 16A.61.561, 16A.61.562, and 16A.61.570 of the Spokane Municipal Code.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That there is enacted a new section 16A.04.055 of the Spokane Municipal Code is amended to read as follows:

### Section 16A.04.055 Passenger Vehicle

"Passenger vehicle" means every motor vehicle, except motorcycles and motor-driven cycles, designed for carrying ten (10) passengers or less and used for the transportation of persons.

**Section 2.** That section 16A.61.561 of the Spokane Municipal Code is amended to read as follows:

### Section 16A.61.561 Parking Time Limited and Regulated

- A. No vehicles shall be parked ((continuously)) for a continuous twenty-four (24) hour period on any one block face upon any public street or highway in this City ((at any time for a period longer than twenty-four hours)) located within any non-residential zone. Vehicles in violation may be deemed unauthorized and subject to twenty-four hour notification of impoundment and be impounded.
- B. Between the hours of eight a.m. and seven p.m., Monday through Saturday, no vehicle shall be parked on any one block face upon any street within((;)) the parking meter area (as authorized by SMC 16A.61.5902) beyond the maximum time allowed by the meter, and are required to move off the block face after the maximum time allowed by the meter has expired until the next calendar day, except that pay-by-phone customers may purchase one, fifteen minute time extension beyond the legal maximum parking time by phone; provided, the ((city council))City Council may fix a shorter or longer time for parking in reserved and other restricted parking places established under the provisions of this code, the same to be effective when properly signed and posted by the City street director.
- C. Between the hours of eight a.m. and seven p.m., Monday through Saturday, no vehicle shall be parked within the parking meter area (as authorized by SMC 16A.61.5902), inclusive of the boundary streets, at a space from which the parking meter or space number sign has been removed for a period longer than two (2) hours.

- D. No person shall park any vehicle for longer than seventy-two (72) hours on any street located within an area zoned solely for residential uses:
  - 1. in a manner which creates a public safety hazard;
  - 2. facing the opposite direction of traffic on that side of the street;
  - 3. so as to block any driveway or fire hydrant, (iv) in any area signed as no parking;
  - 4. without a city-issued parking permit in any area within which City-issued parking permits are required;
  - 5. which is a junk vehicle as the term is defined in SMC 10.16.010(F); or
  - 6. within twenty-four (24) hours of a previously noticed street clearing event.
- E. Vehicles in violation may be deemed unauthorized and subject to impoundment after notification no less than twenty-four (24) hours in advance.
- F. The enforcement of the provisions of this section shall be undertaken solely in response to complaints. If the City receives a complaint that a vehicle is in violation of subsection (D) of this section, the City shall first issue a warning notice along with a requirement that the violation be remedied within twenty-four (24) hours. If the violation continues after twenty-four (24) hours after the issuance of a warning notice, the City shall issue a citation.

**Section 3.** That section 16A.61.562 of the Spokane Municipal Code is amended to read as follows:

### Section 16A.61.562 Parking Non-passenger <u>and Commercial</u> Vehicles in ((Residence))Residential Zones

It is unlawful to park any vehicle requiring a commercial safety fee, motor home, trailer of any type, camper, watercraft, snowmobile, limousine, any vehicle with over a one ton (thirty-five hundred) rating, vehicle requiring a commercial driver's license (CDL) to operate, or farm vehicle on a street right-of-way in an (("R" zone of the city of Spokane))area which is which is zoned for solely residential uses (as listed in SMC 17C.110.020), or which is immediately adjacent to the boundary of any (("R"))residential zone for longer than ((four)) twenty-four (24) continuous hours for ((active)) loading or unloading. Overnight parking of the vehicle types stated in this section between the hours of nine p.m. and seven a.m. is also unlawful.

**Section 4.** That section 16A.61.570 of the Spokane Municipal Code is amended to read as follows:

### Section 16A.61.570 Stopping, Standing, or Parking Prohibited in Specified Places – Reserving Portion of Highway Prohibited

- A. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:
  - 1. stop, stand, or park a vehicle partly or completely:
    - a. on the roadway side of any vehicle stopped or parked at the edge or curb of a street:
    - b. on a sidewalk, street planting strip, or pedestrian strip, as defined in SMC 12.01.0804;
    - c. within an intersection;
    - d. on a crosswalk;
    - e. between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking area opposite the ends of a safety zone;
    - f. alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;
    - g. upon any bridge or other elevated structure upon a highway or within a highway tunnel;
    - h. on any railroad tracks;
    - i. in the area between roadways of a divided highway including crossovers; or
    - j. at any place where official signs prohibit stopping, standing, or parking in violation of the restrictions of said sign.
    - k. in a bicycle lane that has been indicated by signage or striping.
  - 2. stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:
    - a. in front of a public or private driveway, public alley, or within five (5) feet of the end of the curb radius leading thereto;
    - b. within fifteen (15) feet of a fire hydrant;
    - c. within twenty (20) feet of a marked crosswalk;
    - d. within thirty (30) feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal located at the side of a roadway;
    - e. within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station, within seventy-five (75) feet of the entrance when properly signposted;
    - f. at any place where official signs prohibit standing or parking in violation of the restrictions of said signs; or
    - g. in a no-parking area at Spokane International Airport as designated by the airport board.

- park a vehicle, whether occupied or not, except momentarily for the purpose of and while actually engaged in loading or unloading property or passengers:
  - a. within fifty (50) feet of the nearest rail of a railroad crossing, or
  - b. at any place where official signs prohibit or limit parking in violation of the restrictions of said sign.
- B. Parking or standing shall be permitted in the manner provided by law at all other places, except a time limit may be imposed or parking restricted at other places, but any limitation and restriction shall be by City ordinance or County resolution or order of the secretary of transportation upon highways under their respective jurisdictions.
- C. No person shall move a vehicle not lawfully under his control into any prohibited area or away from a curb a distance that is unlawful.
- D. It shall be unlawful for any person to reserve or attempt to reserve any portion of a highway for the purpose of stopping, standing or parking to the exclusion of any other like person, nor shall any person be granted this right.
- E. Violation of SMC 16A.61.570(A)(1) or (2) may result in immediate impound if the vehicle impedes safe passage or poses a threat to public safety.
- F. Violation of SMC 16A.61.570(A)(2)(f) with tow away signage posted may result in immediate impound.
- G. <u>Violation of RCW 46.16A.030 (Registration and display of plates required—Penalties—Expired registration, impoundment) may result in immediate impound.</u>

PASSED by the City Council on	•
	Council President
Attest:	Approved as to form:
City Clerk	Assistant City Attorney

Mayor	Date	
	Effective Date	



### Briefing Paper Urban Experience Committee

Division & Department:	Library
Subject:	Library Bond Implementation Update
Date:	5/2019
Author (email & phone):	Andrew Chanse, achanse@spokanelibrary.org, 444-5305
City Council Sponsor:	Burke
Executive Sponsor:	Andrew Chanse
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	Consent Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	http://future.spokanelibrary.org/SPL6%20report%202018-07- 10%20DRAFT[4].pdf
Strategic Initiative:	Vision for Renewed Library System (Implementation)
Deadline:	December 2023
Outcome: (deliverables, delivery duties, milestones to meet)	SPL Bond Projects implemented by end of 2023
<ul> <li>well as our trustees.</li> <li>We are in negotiations         Branch during construct</li> <li>Geo tech work has beg         forward with the Libert</li> </ul>	with Northtown Mall to lease a space to temporarily house the Shadle ction.  un on the Libby branch site and contracts are being finalized to move
Updates will be share	ed on http://future.spokanelibrary.org/
Operations Impact: Consistent with current operations Requires change in current operations Specify changes required: Staff Known challenges/barriers: Staff	Voter-approved bond fund e generating, match requirements, etc.)  ions/policy?  irations/policy?  ing levels adjustment  ffing for new/expanded facilities will need to be addressed. We are different tiers of staffing for later discussion with Library Board of

### **Briefing Paper**

U	Jrban Experience Committee
Division & Department:	NBS Communications
Subject:	Economic Development
Date:	May 6, 2019
Author (email & phone):	jhappy@spokanecity.org, 509.625.7773
City Council Sponsor:	Ben Stuckart and Lori Kinnear
<b>Executive Sponsor:</b>	
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	Consent Discussion Distrategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Marketing Spokane's urban advantages and experience to grow jobs and economic investment is one of the elements detailed in the Strategic Plan.
Strategic Initiative:	Urban Experience – Marketing Spokane
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval for Council Funded portion of the marketing campaign
	c plan prioritized economic vitality and identified differentiating eting as an element of the two-year action plan

### **Executive Summary:**

- The marketing campaign #hackingwashington has gained momentum and recognition.
- There is a unique opportunity to continue the campaign longer than 2019 with the \$50,000 given by Council through a continued process of telling the Spokane story as an urban center and continuing the joint strategic plan direction of economic vitality and growth by:
  - Highlighting the businesses in each council district through video and stories as was done throughout the marketing campaign (breakdown of possibility on matrix table, page 5)
  - Creating a tool-kit for business improvement districts that promotes economic development
    - Provide Mark Pond's, business research librarian, contact information to districts for:
      - Template of industry/business strengths and weakness opportunities
      - Threats exercise
      - Sit-down meeting to understand the district demographics for sustaining a particular business
      - Space utilization assessment for:
        - o Parks, plazas, water, vacancy, etc
        - Public programming of spaces: markets, fairs, shows, movies, parking, etc

<ul> <li>Introduce and provide contact information to businesses in the business district leaders such as Mark Richard at DSP for the BID, ESBA, HSBA, etc</li> <li>Utilize the Choose Spokane website to highlight Economic Development and neighborhoods in each district</li> <li>Highlight diversity of transportation options and opportunities in each district such as:         <ul> <li>STA</li> <li>Walkability</li> <li>Bike lanes</li> <li>?</li> </ul> </li> </ul>
Budget Impact:
Approved in current year budget? Yes No
Annual/Reoccurring expenditure? Yes No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)
Operations Impact: Consistent with current operations/policy?  Yes No
Requires change in current operations/policy?
Specify changes required: Known challenges/barriers:
Miowii chaliciiges) particis.

5 Year Council Economic Development Communications Media Plan for Choose Spokane District 1 Communication Matrix April 15, 2019

Date	Tactic	Focus	Participants	Lead
October 2019	Guest blog/social media content and channels	Introduction by District – Planning process for Economic Development to be shared by District	Appointed participants from Neighborhood Councils and Business Association	Communication Team Lead Council Member/Aids
October	Determine video content	Feature Business or individual representative of the District	Marketing Agency/City Cable 5	Communication Team Lead Council Member/Aids
November	Write/Review/Script	Interview and film	Business/individual selected Marketing Agency/City Cable 5	Communication Team Lead Council Member/Aids
December	Share video on website, Blog, & Social media	Facebook interviews (shorts) introducing the District – why this area is important	Council Members/Neighborhood Representative/Business Association Representatives/Businesses	Communication Team Lead Council Aids Social Media Lead
January 2020	Guest blog/social media content and channels	Determine and promote upcoming look at the District	Council Members	Communication Team Lead Council Aids Social Media Lead
January	Determine video or story content	Feature Business or individual representative of the District	Marketing Agency/City Cable 5	Communication Team Lead Council Member/Aids

February	Write/Review/Script	Interview and film	Business/individual selected Marketing Agency/City Cable 5	Communication Team Lead Council Member/Aids
March	Share video/story on website, Blog, & Social media	Promote Video	Council Members/Neighborhood Representative/Business Association Representatives/Businesses	Communication Team Lead Council Aids Social Media Lead
April	Facebook interviews (shorts) introducing the District – why this area is important	Promote District	Council Members/Neighborhood Representative/Business Association Representatives/Businesses	Communication Team Lead Council Aids Social Media Lead
April	Guest blog/social media content and channels	Determine and promote upcoming look at the District	Council Members	Communication Team Lead Council Aids Social Media Lead
May	Determine video/story content	Feature Business or individual representative of the District	Marketing Agency/City Cable 5	Communication Team Lead Council Member/Aids
June	Write/Review/Script	Interview and film	Business/individual selected Marketing Agency/City Cable 5	Communication Team Lead Council Member/Aids
ylul	Share video/story on website, Blog, & Social media	Promote Video	Council Members/Neighborhood Representative/Business Association	Communication Team Lead Council Aids Social Media Lead

August	Facebook interviews (shorts) introducing the District – why this area is important	Promote District	Council Members/Neighborhood Representative/Business Association Representatives/Businesses	Communication Team Lead Council Aids Social Media Lead
September	Guest blog/social media content and channels	Determine and promote upcoming look at the District	Council Members	Communication Team Lead Council Aids Social Media Lead
September	Determine video/story content	Feature Business or individual representative of the District	Marketing Agency/City Cable 5	Communication Team Lead Council Member/Aids
October	Write/Review/Script	Interview and film	Business/individual selected Marketing Agency/City Cable 5	Julie Happy Council Member/Aids
November	Share video on website, Blog, & Social media	Promote Video	Council Members/Neighborhood Representative/Business Association Representatives/Businesses	Communication Team Lead Council Aids Social Media Lead
December	Facebook interviews (shorts) introducing the District – why this area is important	Promote District	Council Members/Neighborhood Representative/Business Association Representatives/Businesses	Communication Team Lead Council Aids Social Media Lead
January 2021	Plan 2021			

January 2022	January 2023	January 2024	January 2025
Plan 2022	Plan 2023	Plan 2024	Plan 2025
			74

# Council Funded \$50,000 to the Economic Development Campaign

## Proposed Use of the Funding:

# Video and Communication Proposal Explanation

- 3 videos or stories or a combination of both annually per district potentially 15 over 5 years per district (45 total)
- Potential Funding breakdown:
- First video or story council funding (funds from the \$50,000)
- Second video or story funding match from each districts business association
- Third video or story City Cable 5
- Each story is about \$1500 \$1750 (photography, reporting, writing, and editing) 0
  - Each video is about \$3,000 \$4,000
- This includes:
- Research into the company in order to ask the right questions, get the right feel for the edit.

Half day interviewing the client (lights, mics, makeup.)

Half day gathering b-roll.

About a week editing footage, color, sound, and typography.

Feedback, edit suggestions from Council and the District Business Association.

Final edits.

- 6 Blogs or more annually per district/30 over 5 years per district (90 total)
- Weekly Social Media content
- Further Need (How to measure success)
- How people/businesses will be chosen/apply to be featured

### **Briefing Paper**

### Urban Experience Committee

Division & Department:	Integrated Capital Management and Planning Services				
Subject:	South University District Trail Study				
Date:	05/13/2019				
Author (email & phone):	Colin Quinn-Hurst, cquinnhurst@spokanecity.org, 625-6804				
City Council Sponsor:					
Executive Sponsor:					
Committee(s) Impacted:	Urban Experience; PIES				
Type of Agenda item:	☐ Consent ⊠ Discussion ☐ Strategic Initiative				
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan Bicycle Master Plan				
Strategic Initiative:					
Deadline:					
Outcome: (deliverables, delivery duties, milestones to meet)	delivery duties, milestones to				
overpass, such as the Sprague Union District.  Executive Summary:  • A Request for Proposals for consultant assistance on this study was released on May 6, 2019.					
<ul> <li>Proposals are due by 1</li> </ul>	pm on the afternoon of May 20, 2019.				
Review and selection of proposals is scheduled for May 20 to May 31  The assessment is intended to identify elements (rights on increase that you have forten in					
<ul> <li>The assessment is intended to identify elements/risks or issues that may be a factor in determining the feasibility of placing a trail in this area</li> </ul>					
<ul> <li>The study will then define a recommended alignment and develop a conceptual design that can inform reasonable cost estimates.</li> </ul>					
<ul> <li>Criteria for the assessment include, but are not limited to, topography, right-of-way needs,</li> </ul>					
design standards, existing and future trip patterns, site constraints, and constructability.					
<ul> <li>A robust communication</li> </ul>	on and public outreach plan will be a critical component.				
Budget Impact:					
Approved in current year budg					
Annual/Reoccurring expenditu If new, specify funding source:	re? Yes ⊠ No				
	e generating, match requirements, etc.)				
Operations Impact:					
Consistent with current operat	ions/policy?				
Requires change in current ope Specify changes required:	erations/policy?				

### Spokane Urban River Experience – SURE

- 1. Connectivity and Mobility
  - a. People Mover/Shuttle
    - i. Electric shuttle between North Bank and South Bank
    - ii. Event/Tour shuttle
    - iii. Lime Bikes/Scooters
  - b. Trails and Bridges
    - i. Gap in Trails
    - ii. Suspension Bridges
- 2. River Pass Entertainment, Recreation, Education
  - a. Sky Ride
  - b. Carrousel
  - c. Pavilion Experience
  - d. North Bank Playground
  - e. Skate Ribbon
  - f. West Havermale Playground
  - g. Mobius
  - h. Power District Tour
    - i. Potential new amenities/opportunities
  - i. Zip Line
  - j. Upriver Water Taxi
  - k. Big Wheel
- 3. Upriver and Downriver Opportunities
  - a. Upriver River Access Sites
  - b. Centennial Trail Mission Gap
  - c. Redband Park to Riverside State Park floating/rafting experience
  - d. People's Park Access Site
- 4. Branding/Marketing
  - a. Visit Spokane/DSP/PFD/Parks

### Subject -

Review of the comprehensive plan definitions of affordable housing and their correlated income ranges.

<u>Background</u> – The City of Spokane Comprehensive Plan adopted June 2017 defines regional affordability by income<sup>i</sup>. The definitions are based on an annually published HUD<sup>ii</sup> determined Area Median Income (AMI) by household, and outlines five (5) categories of affordability and monthly cost allocation towards housing. The Spokane Comprehensive Plan Glossary page 9 defines Income Levels as follows:

- o Extremely Low-Income 30% AMI
- Very Low Income 50% AMI
- o Moderate Income 80% AMI
- o Area Median Income 100% AMI
- Workforce Income 120% AMI
- AMI for the Spokane Metropolitan Statistical Area (MSA) for a four person household for 2018 is \$65,200.00.
  - Correspondingly annual salary and 30% rent allocation by income bracket for a family of four would then be:

	Ex. Low Income 30%	Very Low Income 50%	Q1 2019 Median Home Resale Value	Moderate Income 80%	AMI 100%	Workforce 120%
Annual Income	\$19,560	\$32,600	\$44,749	\$52,160	\$65,200	\$78,240
30% monthly allocation towards housing	\$489	\$815	\$1,119	\$1,304	\$1,630	\$1,956
Financed <sup>iii</sup>	\$91,092	\$151,820	\$208,400	\$242,911	\$303,639	\$364,367

- Spring 2018 Runstad Apartment rental survey reported for Spokane County the average size apartment was 846 sf, and rent was \$932/month or \$1.10/square foot/month with a vacancy of approximately 3.11%.
- A two minimum wage income household ( $$12/hr \times 2,080 hrs. = $24,960 \times 2 = $49,920$ ) allocating 30% towards rent or \$1,248.00/month would be able to afford our average monthly rent, or a \$210,000 home.

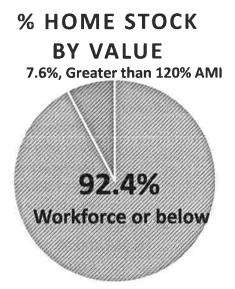
### Median Household Income vs Area Median Income

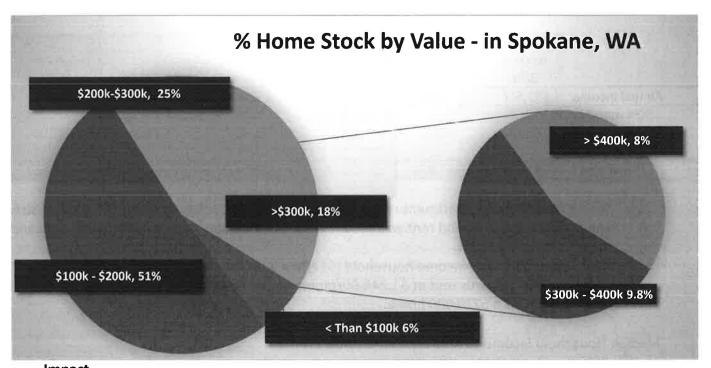
- The "Median Household Income" (MHI) can be narrowed down to City or County Census Tract levels. The City of Spokane MHI is \$46,543 in April 2019.
- The "Area Median Income" AMI is determined by the census Metropolitan Statistical Area (MSA).

- Median Home Resale Value for City of Spokane \$208,400, Median Home Resale Value for Spokane County is \$242,100.
- Housing Affordability index: the Runstad Department of Real Estate, Washington Center for Real Estate Research / University of Washington publishes a Quarterly report for the state: Q4 2018 Spokane County had a Median Resale Value of \$247,400, and a Housing Affordability index of 133.5; which, being over 100 signifies greater affordability.

Zillow Provided Housing Stock<sup>iv</sup> by assessed value for April 2019 in the City of Spokane:

- 6.1%, 4,900 homes valued less than \$100k
- 51.2%, 41,700 homes valued between \$100k \$200k
- 57.3% Are below \$200k or between 50% 80% AMI
- 25.3%, 20,600 homes, valued between \$200k \$300k
- 9.8%, 7,900 homes valued between \$300k \$400k
- 92.4% Are below Workforce Affordability (120% of AMI)
- 7.6% Greater than \$400k 6,200 homes





<u>Impact</u> –

By reviewing the Comprehensive plan for definitions and income classifications – we may more

accurately address housing price ranges and income levels as they relate to citizen housing supply needs.

- Some inferences from Community Indicators by looking at the number of households by income relative to the number of homes by assessed value provided by Zillow (not including apartments):
  - Estimated undersupply of 101 homes assessed under \$200k
    - Majority of this income bracket historically rents and would be looking to apartments – not studied in this report
    - Hypothetical excess demand on this market makes housing expensive.
  - Estimated oversupply of 9,955 homes assessed between \$200k-\$300k.
    - This intensifies the perception of overpriced housing for low income earners.
    - This is also the cost to build a new single family home today.
  - Estimated <u>undersupply</u> of 2,190 homes between \$300k-\$400k.
    - This population of people could pay more per month for their housing; however, a higher price option is not available in the market.
    - This population puts demand pressure on the next lower home value category, the \$200-\$300k market.

### Action -

When referring to housing needs, it may be better to refer to the income range the housing will best align with; "The City of Spokane is looking for homes in the \$200-\$250k range where a family of four and a household income of \$55,000 can afford to buy". Which happens to be below AMI. City Staff may begin to reference the comprehensive plan definitions of affordability with the corresponding income ranges when directing new policy to support the City of Spokane's housing supply and demand.

<sup>&</sup>lt;sup>i</sup> https://static.spokanecity.org/documents/shapingspokane/comprehensive-plan/approved-comprehensive-plan-2017-v3.pdf

ii https://www.spokanecounty.org/DocumentCenter/View/20305/2018-HOME-Income-and-Rent-Limits

Financed, 100% of the monthly figure allocated to a loan at 5% for 30 years; not considering down payment or credit.

iv Zillow provided housing data Q1 2019

### HOUSING MARKET SNAPSHOT

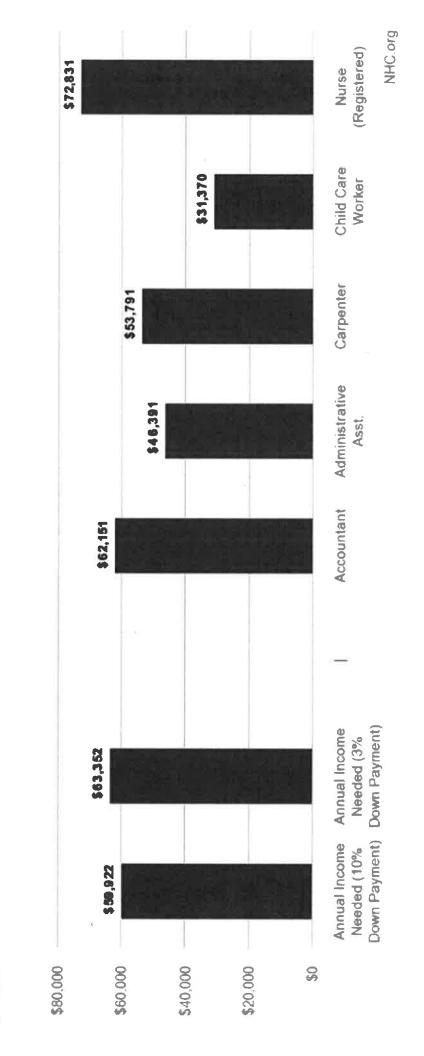
### State of Washington and Counties Fourth Quarter 2018

County	SAAR	% Change by qtr	% Change by year	Building Permits	% Change by year	Median Resale Price (\$)	% Change by year	HAI	First- time HAI
Adams	170	0	21.4	15	150	\$190,000	26.1	127.6	70.0
Asotin	290	7.4	16	11	57.1	\$212,800	9.4	138.9	84.9
Benton	4,270	4.1	3.6	473	50.2	\$278,500	10.9	126.5	83.7
Chelan	990	-2	-2	120	8.1	\$343,000	8.4	110.7	62.3
Clallam	1,120	0.9	0	6	-90.3	\$296,100	7.4	103.6	119.6
Clark	7,120	-2.5	-7	792	-27.5	\$359,200	6.7	107.3	65.2
Columbia	120	-7.7	0	2	100	\$164,600	11.4	188.5	134.4
Cowlitz	1,520	-0.7	-0.7	48	6.7	\$248,500	4.3	125.5	79.4
Douglas	640	-3	14.3	34	6.2	\$316,700	10.8	116.5	60.7
Ferry	100	-9.1	0	5	-28.6	\$167,000	18.4	147.8	42.2
Franklin	1,430	3.6	2.9	173	16.1	\$278,500	10.9	126.5	25.5
Garfield	60	20	20	1	0	\$212,800	9.4	124.7	92.1
Grant	1,090	0.9	14.7	11	-84.3	\$212,300	5.4	129.4	72.1
Grays Harbor	1,890	-3.1	4.4	17	-67.3	\$199,500	6	137.7	82.1
Island	2,040	-2.4	-1	11	-89.1	\$344,300	-0.4	111.2	82.7
Jefferson	680	-4.2	1.5	35	-46.2	\$386,800	8.4	86.7	56.7
King	26,090	-3.7	-8.3	4,343	-27	\$657,300	2.5	72.7	43.5
Kitsap	4,880	-4.3	-4.3	180	-10	\$345,100	7.8	116.2	90.2
Kittitas	1,140	-5	-6.6	49	-45.6	\$353,300	13.1	94.3	42.4
Klickitat	260	-7.1	-21.2	16	-44.8	\$275,000	11.4	95.1	56.5
Lewis	1,290	-0.8	1.6	38	-53.7	\$227,000	4.6	130.5	98.7
Lincoln	180	-5.3	28.6	2	-85.7	\$140,000	30.8	203.5	172.2
Mason	1,380	-2.8	0.7	14	-70.8	\$250,000	11.5	126.8	33.3
Okanogan	500	6.4	8.7	2	-93.8	\$213,500	4.5	126.8	97.2
Pacific	550	-1.8	3.8	10	-50	\$212,000	17.3	130.9	63.7
Pend Oreille	310	-3.1	14.8	3	-81.2	\$188,500	0.8	135.1	71.4
Pierce	15,660	-3	0	1,189	12.6	\$342,200	8.4	109.9	50.5
San Juan	340	-2.9	0	30	15.4	\$568,700	5.8	60.6	26.3
Skagit	2,160	-4.4	-7.3	101	-8.2	\$362,300	9.9	96.0	32.2
Skamania	260	-7.1	-10.3	18	20	\$295,800	6.6	130.3	62.8
Snohomish	10,520	-4.6	-6.8	1,047	19.2	\$473,200	7	93.5	51.5
Spokane	9,290	-1.4	-0.9	784	-8.2	\$247,400	11.1	133.5	83.9
Stevens	930	-1.1	14.8	19	-38.7	\$188,500	0.8	150.6	85.6
Thurston	5,400	-3.6	0	284	14.5	\$317,500	10.3	124.5	59.2
Wahkiakum	80	-11.1	-11.1	1	-75	\$257,200	16.5	114.6	25.0
Walla Walla	890	-2.2	2.3	36	71.4	\$249,300	12.8	123.1	91.0
Whatcom	3,150	-4	-2.5	387	56	\$388,700	12.4	92.6	54.1
Whitman	460	0	4.5	128	146.2	\$246,900	11.8	131.4	88.1
Yakima	1,940	1	3.7	125	20.2	\$227,800	11.4	118.7	68.1
Statewide	111,200	-2.7	-3	10,560	-13.7	\$356,100	1.1	108.1	63.0

<sup>1.</sup> Home Resales are Runstad Center estimates based on MLS reports or deed recording.
2. SAAR means data presented at Seasonally Adjusted Annual Rates allowing qtr-to-qtr comparison.
3. Building permits (total) are from the U.S. Department of Commerce, Bureau of the Census. For less populous counties, building permit data prior to 2017 may be based upon sampled estimates.
4. Median prices are Runstad Center estimates of the point at which half of existing home sales occured at higher prices and half at lower prices.
5. Affordability index measures the ability of a typical family to make payments on median price resale home. It assumes 20% downpayment and 30-year amortizing mortgage, First-time buyer affordability index assumes a less expensive home, lower downpayment, and lower income.
6. Whitman, Benton, and Franklin Counties figures cannot be compared to reports released prior to Q2:2015.

Spokane-Spokane Valley, WA, Homeownership Market

\$100,000



# SPOKANE COUNTY 2018 HOME and AHTF PROGRAM INCOME AND RENT LIMITS

SOURCE: HUD MSA: SPOKANE, WA INCOME LIMITS EFFECTIVE: June 1, 2018

RENT LIMITS EFFECTIVE: June 1, 2018

FY 2018 AREA MEDIAN INCOME (AMI): \$65,200



## 2018 INCOME LIMITS

		1 PERSON	7	3 PERSON	PERSON 3 PERSON 4 PERSON 5 PERSON 6 PERSON 7 PERSON 8 PERSON 9 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON	9 PERSON~
AREA MEDIAN INCOME	(100% AMI)	45,700	52,200	58,700	65,200	70,500	75,700	80,900	86,100	91,280
LOW-INCOME	(80% AMI)	36,550	41,750	46,950	52,150	56,350	60,500	64,700	68,850	73,000
PROJECT SPECIFIC	(60% AMI)	27,420	31,320	35,220	39120	42,300	45,420	48,540	51,660	54,760
VERY LOW-INCOME	(50% AMI)	22,850	26,100	29,350	32,600	35,250	37,850	40,450	43,050	45,640
PROJECT SPECIFIC	(40% AMI)	18,270	20,870	23,470	26,070	28,170	30,250	32,350	34,440	36,500
PROJECT SPECIFIC	(35% AMI)	15,900	18,270	20,540	22,820	24,670	26,490	28,300	30,130	31,950
EXTREMELY LOW-INCOME	(30% AMI)	13,700	15,650	17,600	19,550	21,150	22,700	24,250	25,850	27,370

### **2018 RENT LIMITS**

			ZUIS KEN	2018 KENI LIMITS				
	SRO	EFFICIENCY	1 BEDROOM	2 BEDROOM	3 BEDROOM	4 BEDROOM	5 BEDROOM	6 BEDROOM
FAIR MARKET RENT (FMR)**	415	553	652	867	1240	1431	1646	1860
30 OF 65 RENT (HIGH HOME RENT)		*553	*652	*867	1121	1231	1340	1448
30 OF 60 RENT		*553	*652	*867	1025	1144	1262	1379
30 OF 50 RENT (LOW HOME RENT)		*553	616	740	854	953	1051	1149
30 OF 40 RENT		460	493	592	683	763	841	919
30 OF 35 RENT		402	431	518	598	667	736	801
30 OF 30 RENT		345	370	443	512	572	631	969

Calculate AMI for a more than 9-person household by adding 8% for each member over 4-person AMI (e.g., 9person is 140% of 4-person AMI). HOME rent for an SRO is 75% of the Efficiency Fair Market Rent.

<sup>\*</sup>Although HUD's rent calculation exceeds FMR for this unit, HOME regulations do not allow rents to exceed FMR. Consequently, this rent is capped at FMR.

<sup>\*\*</sup>Calculate FMR for more than 4 Br by adding 15% to the 4 Br FMR for each additional Br size (e.g., 6 Br FMR is 130% of 4 Br FMR)

### **Briefing Paper**

### **Urban Experience Committee**

Division & Department:	Business and Development Services
	Department of Neighborhood and Planning Services
Subject:	West Quadrant TIF Project Recommendations
Date:	May 2, 2019
Author (email & phone):	Kevin Freibott (kfreibott@spokanecity.org) x6184
City Council Sponsor:	Candace Mumm
<b>Executive Sponsor:</b>	Gavin Cooley
Committee(s) Impacted:	Urban Experience, Finance
Type of Agenda item:	Consent Hearing Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan—Goal LU1; Policies LU1.2, 1.9, 1.12, 1.13; Goal LU2; Policy LU2.1; Goal LU.4; Policies LU4.2 and 4.4; Goal LU5; Policies LU5.1, 5.2, and 5.4; Policies TR1, 2, 9, 12, and 15; Goal CFU1; Policies CFU1.2, 1.3, 1.4, and 1.7; Goal CFU4; Policy CFU4.3; Goal CFU6; Policies CFU6.1, 6.2, and 6.3; Goal ED3; Policy ED3.10; Goal ED6; Policies ED6.1, 6.2, and 6.4; Goal ED8; Policy ED8.3; Goal DP1; Policy DP1.1; Goal DP3; Policies DP3.1, 3.4, and 3.11; Goal DP4; Policies DP4.1 and 4.2; Goal DP5; Policy DP5.1; Goal NE11; Policy NE11.5; Goal NE13; Policies NE13.1, 13.2, and 13.3; Goal N1; Policy N1.1; Goal N2, Policies N2.1 and 2.5; Goal N3; Policy N3.2; Goal N4; Policies N4.5, 4.6, 4.7, and 4.9; Goal N5; Policy N5.3; Goal PRS1; Policy PRS1.2; Goal PRS2; Policies PRS2.1, 2.2, 2.3, 2.5, 2.6, 2.7; Goal PRS3, Policies PRS3.1 and 3.2; Goal PRS 4; Policy PRS4.2; Goal PRS5, Policy PRS5.6; Goal LGC2; and Policy LGC2.4.
Strategic Initiative:	Innovative Infrastructure-Leverage Riverfront Park Investments Innovative Infrastructure-Optimize Public Assets Innovative Infrastructure-Transportation Choices Urban Experience-Public Amenities Urban Experience-Advance Downtown Urban Experience-Work Collaboratively with Regional Partners
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Special Budget Ordinance authorizing expenditure of \$1,088,000 over five years for three public projects within the TIF district, from existing and future funds in the West Quadrant TIF fund.
Background/History: The City of	and County established the West Quadrant TIF in 2007 in order to

<u>Background/History:</u> The City and County established the West Quadrant TIF in 2007 in order to leverage incremental tax revenue in the district towards public improvements, including:

- Streetscape, sidewalks, pedestrian improvements;
- Trails and bridges;
- Traffic calming;
- Utilities;
- Studies and engineering; and
- Trees and landscaping.

Of the various projects identified for the TIF, 14 have been identified as "Neighborhood Projects" and are subject to the evaluation and recommendation of the Neighborhood Project Advisory Committee

(NPAC). This group is made up of representatives of the Emerson/Garfield, West Central, and Riverside Neighborhoods as well as two at-large members. Neighborhood projects must be considered and considered for recommendation by the NPAC before being considered by the City Council.

Executive Summary: The NPAC recently received three requests for funding for projects located within the TIF district:

- Trail/Sidewalk improvements in Dutch Jake's Park, West Central Neighborhood;
- Power/Sewer connections for the proposed Sportsplex development in Riverside Neighborhood; and
- Bridge/Trail/Utility repairs regarding the emergency repair of the north pedestrian bridge in Riverfront Park.

Each of the three projects corresponds with one or more projects described in the TIF Ordinance.

At their regular meeting on May 1, 2019, the NPAC voted to recommend the City commit the following funds to the three projects:

- Dutch Jake's Park: \$77,000 (representing the full request)
- Sportsplex: \$511,000 over five years (representing the full request)
- Riverfront Park Pedestrian Bridge: \$500,000 (representing the full request)

The relationship of these requests to the various neighborhood projects is attached to this briefing paper.

At that meeting, the NPAC voted to consider the actual timing of these payments at the next meeting, scheduled for June 5, 2019. In June 2019 the NPAC will vote as to whether or not to split the bridge payment over two years or pay it from their existing funds this year. As of the writing of this report, the TIF has over \$700,000 in the fund awaiting allocation with an existing commitment of \$80,000.

Staff will bring a Special Budget Ordinance to the Council in the near future for consideration, authorizing expenditure of funds in this fiscal year and commitment of additional funds in future years.

years.	
Budget Impact:	
Approved in current year budget? TYes No	0
Annual/Reoccurring expenditure? Yes N	No
If new, specify funding source: 3501 – West Quadra	ant TIF
Other budget impacts: Additional expenditure from	Parks budget for the Dutch Jake's and Riverfront
Park projects.	
Operations Impact:	
Consistent with current operations/policy?	Yes No
Requires change in current operations/policy?	Yes No
Specify changes required:	
Known challenges/barriers:	

Attachments: WQTIF Project List and Current Requests

### Project Recommendation One: Dutch Jake's Park

The Parks Department has requested \$77,000 from the West Quadrant TIF (WQTIF) for the installation of sidewalks and paths in Dutch Jake's Park, West Central Neighborhood. The overall project is expected to cost \$527,000. The Parks Department requested \$77,000 from the TIF, with the remaining project funds to be sourced from a combination of public funds and private donations.

The park upgrade project lies within both Project J and Project L of the TIF Ordinance, described as follows:

- Project L: "Publicly-owned traffic calming improvements on Elm, Cannon, and Chestnut 3 blocks, Bridge to Dean, including trees, crosswalk treatments, street furniture, lighting, bike and pedestrian infrastructure and improvements, with an estimated cost of \$900,000."
- Project J: "Publicly-owned streetscape improvements related to West Central Neighborhood, Comprehensive Plan West Broadway Neighborhood Center; Broadway, Ash to Chestnut, 4 blocks, including decorative concrete or paver sidewalks, trees, period lighting, permanent street furniture, bike and pedestrian infrastructure, underground utilities, median construction and infrastructure for future streetcar route, with an estimated cost of \$2,500,000.

The park's location in reference to these two TIF projects is shown in the following figure.



The Neighborhood Project Advisory Committee (NPAC) voted unanimously to **recommend approval** of the full \$77,000 requested for the project from the WQTIF fund.

### Project Recommendation Two: Sportsplex

The Public Facilities District, in partnership with several entities including the City of Spokane, has requested \$511,000 from the WQTIF for the installation of sewer and power infrastructure on the site, necessary in order to serve the new Sportsplex facility. The overall project is expected to cost \$52 million. The project requested \$511,000 from the TIF, with the remaining funds to be sourced from various local and state sources.

The proposed Sportsplex lies entirely within Project U of the TIF Ordinance, described as follows:

Publicly-owned streetscape and infrastructure improvements related to Riverside
Neighborhood; Howard to Washington, N. River Bank to Dean, 2 blocks, including upgrade of
water and sewer to current commercial and industrial standards, underground utilities where
needed and as feasible, with an estimated \$850,000 towards total cost.

The proposed facility's location in reference to Project U is shown in the following figure.



The NPAC voted unanimously to **recommend approval** of the \$511,000 in requested funds, to be paid over 5 years from the WQTIF fund.

### Project Recommendation Three: Riverfront Park North Pedestrian Bridge

The Parks Department has requested \$500,000 from the West Quadrant TIF (WQTIF) for the emergency repair of the northern span of the Riverfront Park pedestrian bridge, spanning between Snxw Mene? Island and the north bank of the Spokane River. The overall project is expected to cost \$1.73 million. The Parks Department requested \$500,000 from the TIF, with the remaining project funds to be sourced from a combination of a Washington State Recreation and Conservation Grant and other public sources not yet identified.

The proposed Sportsplex lies entirely within Project T of the TIF Ordinance, described as follows:

 Publicly-owned streetscape improvements for Riverside Neighborhood; Monroe to Central, Broadway to Mallon 4-6 blocks, including trees, crosswalk treatments, street furniture, lighting, bike and pedestrian infrastructure and improvements and underground utilities where appropriate, with estimated cost of \$1,800,000.

The proposed facility's location in reference to Project T is shown in the following figure.



The NPAC voted unanimously to **recommend approval** of the \$500,000 in requested funds, with the exact timing of the issuance of funds to be determined at their June meeting.