

**URBAN EXPERIENCE**  
**COMMITTEE MEETING AGENDA FOR**  
**MONDAY April 12, 2021**  
**1:15 p.m. — Streaming Live Online & Airing on City Cable 5**

The Spokane City Council's Urban Experience Committee meeting will be held at **1:15 p.m. on April 12<sup>th</sup>, 2021** – Streaming Live Online & Airing on City Cable 5. Council members and presenters will be attending virtually and the meeting will be streamed live at <https://my.spokanecity.org/citycable5/live> and will also air on City Cable 5.

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 physical meeting will not be open to the public and no public testimony will be taken. Discussion will be limited to appropriate officials, presenters, and staff. The public is encouraged to tune in live at the address above.

**AGENDA**

- I. Call to Order**
- II. Approval of Minutes from March 8<sup>th</sup>, 2020**
- III. Consent Items- Briefing Papers Only, No Discussion**
  - A. [4<sup>th</sup> Ave Tree Planting](#)- Dan Buller
  - B. [MFTE 131 S Sherman](#)- Ali Brast
  - C. [MFTE 3001 E Liberty](#)- Ali Brast
  - D. [MFTE 1816 N Hamilton](#)- Ali Brast
  - E. [CMIS Subscription Amendment](#)- David Lewis
  - F. [Treasury Rent Assistance Program \(T-RAP\) Grant Acceptance](#)- Margaret Hinson
  - G. [Treasury Emergency Rental Assistance Subgrant Recommendation](#)- Margaret Hinson
  - H. [Program Year 2019 Continuum of Care Grantee Agreement Amendments](#)- Brenda Schreiber
  - I. [Kaiser Permanente National Benefit Fund at the East Bay Community Foundation Award for COVID 19 Prevention and Response Among Homeless Populations](#)- Margaret Hinson
  - J. [Air Brakes VB Renewal](#)- Micaela Martinez
  - K. [Purchase of Two Flusher Trucks](#)- Micaela Martinez
  - L. [Notification of a Grant Application for the Historic Preservation Dept](#)- Megan Duvall
  - M. [Shared Mobility Contract and Ordinances Updates](#)- Colin Quinn-Hurst
  - N. [Contract for High Voltage Electrical Technical and Maintenance Support Services for the WTE](#)- Chris Averyt
  - O. [School District #81 PEG Reimbursement Contract](#)- John Delay
  - P. [Hwy 902 Water Transmission Relocation](#)- Dan Buller
  - Q. [Ordinance Strengthening Source of Income Discrimination Prohibitions to Include Emergency Relief Rental Assistance](#)- Brian McClatchey
  - R. [Shoreline Master Program Periodic Review of SMC 17E.060](#)- Amanda Beck
  - S. [2021 COPS Memorandum of Understanding](#)- Patrick Striker

#### **IV. Discussion Items**

##### **A. Staff Requests**

- a. [Fish Lake Trail](#)- Inga Note (10 min)
- b. [Sidewalk/Bike Parking Art](#)- Annica Eagle (10 min)
- c. [Lease of 5 Hyundai Kona EV's](#)- Micaela Martinez (10 min)
- d. [Short Term Rentals](#)- Donna deBit (10 min)
- e. [Short Term Rent Ordinance](#)- Kris Becker (10 min)
- f. [Community Development Block Grant \(CDBG\) CARES Act](#)- George Dahl (10 min)

##### **B. Council Requests**

- a. DSP Updates- Brenda Nelson (10 min)
- b. Neighborhood Poetry Project SAGA Grants- Melissa Huggins (10 min)
- c. First 100 Day Pop Up Shelter Update- Melissa Morrison (10 min)

#### **V. Standing Topic Discussions**

- A. Building Permit/Construction Updates- Kris Becker

#### **VI. Adjournment**

**Next Urban Experience Committee meeting will be on Monday, May 10, 2021 at 1:15pm.**

***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 [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.***

## Briefing Paper

### Urban Experience

<b>Division &amp; Department:</b>	Public Works, Engineering
<b>Subject:</b>	4 <sup>th</sup> Ave. Tree Planting
<b>Date:</b>	4-12-21
<b>Contact (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> 625-6391)
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of construction contract
<b>Background/History:</b> <ul style="list-style-type: none"> <li>In 2017 the City negotiated an agreement with WSDOT that, in exchange for land to construct the CSO tank on the south side of 3<sup>rd</sup> Ave. at the Hamilton St. – I-90 interchange, the city would plant trees along 4<sup>th</sup> Ave. in preparation for future NSC work.</li> </ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>WSDOT has repeatedly delayed the time frame for the 4<sup>th</sup> Ave. tree planting as it continued to acquire ROW.</li> <li>WSDOT informed us earlier this year that it has acquired the necessary ROW and requested that we proceed with the agreed upon tree planting.</li> <li>The work is planned in a 3 block stretch on the north side of 4<sup>th</sup> Ave. between Freya St. &amp; Florida St. The plantings are planned later this spring.</li> <li>See attached exhibit. Most or all of the houses shown in this 2020 photo have been removed by WSDOT.</li> <li>This work is paid for with CSO funds.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	







## Briefing Paper

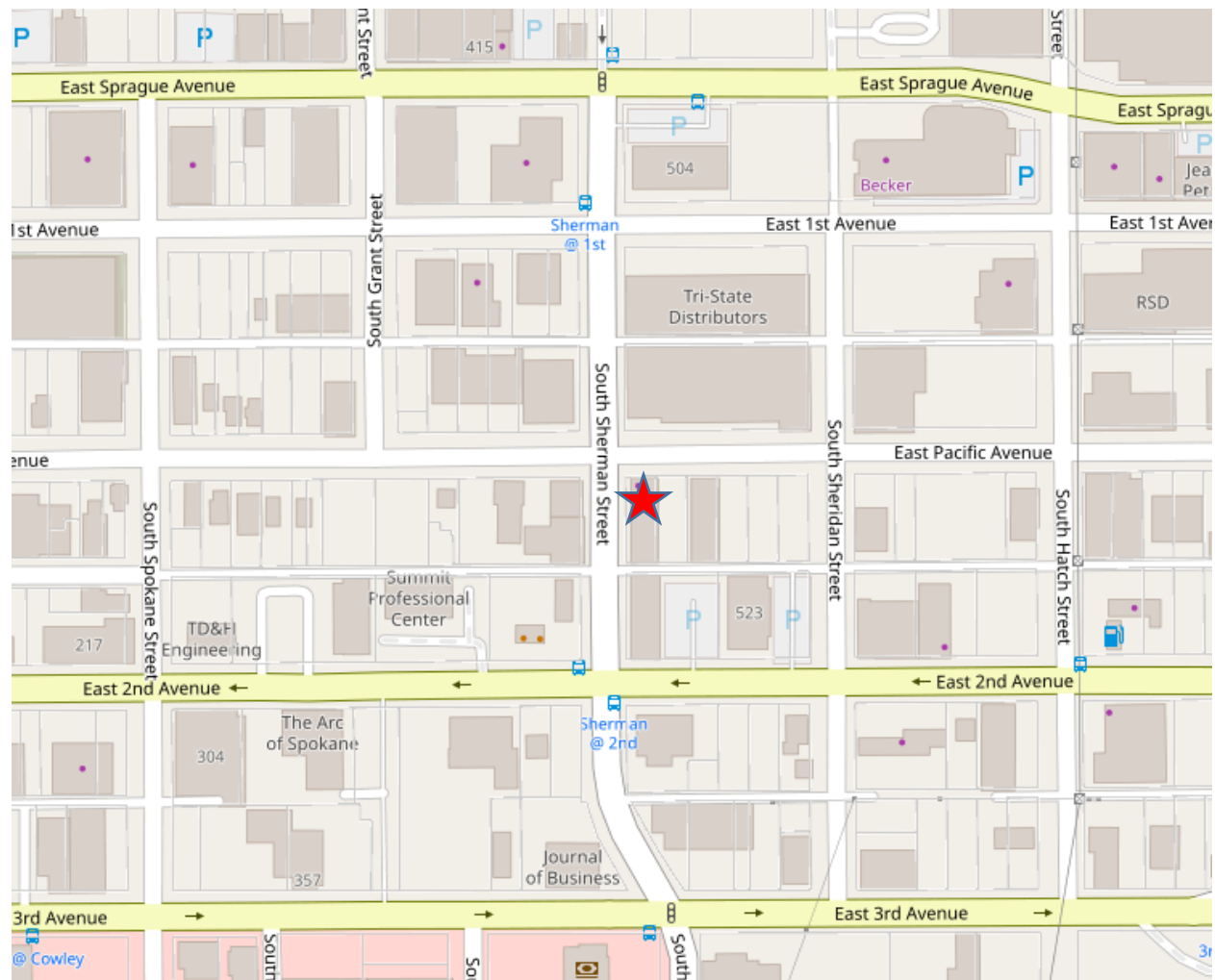
### Urban Experience Committee

<b>Division &amp; Department:</b>	Development Services Center
<b>Subject:</b>	MFTE Conditional Contract
<b>Date:</b>	April 12, 2021
<b>Contact (email &amp; phone):</b>	Ali Brast ( <a href="mailto:abrast@spokanecity.org">abrast@spokanecity.org</a> , 625-6638)
<b>City Council Sponsor:</b>	TBD
<b>Executive Sponsor:</b>	TBD
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p><b>Background/History:</b> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>Applicant applying for a conditional contract to convert an existing commercial building into 9 units at 131 S Sherman</li> <li>Property was recently rezoned DTU, so use is allowed.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

### Tax Abatement Information:

<b>2019 Multi-Family Tax Exemption MFTE Property Tax Forgone &amp; Savings Calculator</b>	
Project Name: Sherman Apartments	
Number of units in the project	9
<b>*Average Property Value Exempt per unit</b>	<b>\$121,094</b>
<b>Estimated City Property Tax forgone annually per unit</b>	<b>\$469</b>
Estimated Property Tax saved per project annually	\$14,822
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$177,863
<b>Estimated City Tax forgone during the term of exemption per unit</b>	<b>\$5,624</b>
<b>Estimated City Tax forgone during the term of exemption all units</b>	<b>\$67,483</b>
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

### Site Map:



## Briefing Paper

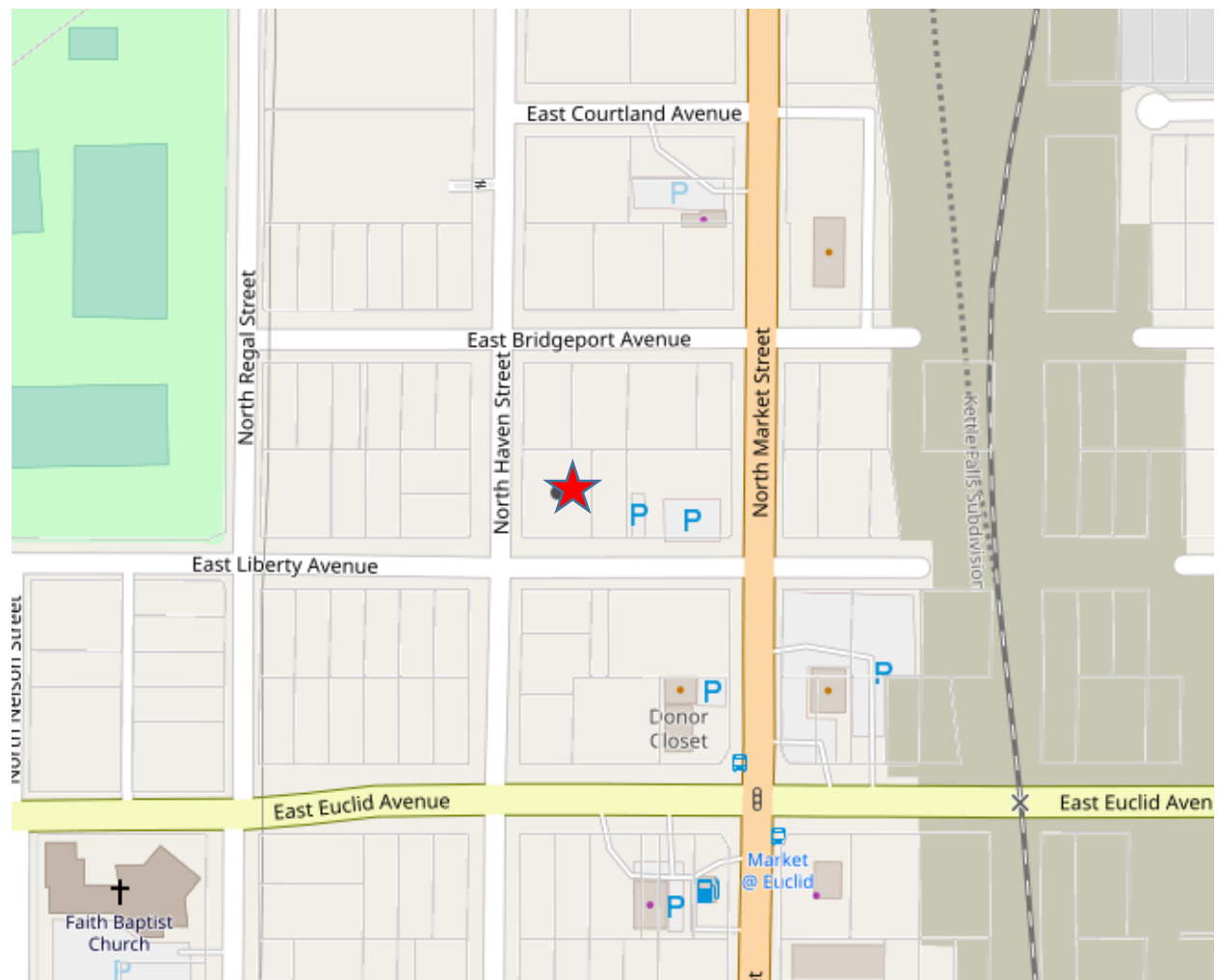
### Urban Experience Committee

<b>Division &amp; Department:</b>	Development Services Center
<b>Subject:</b>	MFTE Conditional Contract
<b>Date:</b>	April 12, 2021
<b>Contact (email &amp; phone):</b>	Ali Brast ( <a href="mailto:abrast@spokanecity.org">abrast@spokanecity.org</a> , 625-6638)
<b>City Council Sponsor:</b>	TBD
<b>Executive Sponsor:</b>	TBD
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi-Family Housing Property Tax Exemption
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p><b>Background/History:</b> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>Applicant applying for a conditional contract to build one new building with 24 units at 3001 E Liberty Ave</li> <li>Property was recently rezoned GC-70, so use is allowed.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

### Tax Abatement Information:

<b>2019 Multi-Family Tax Exemption MFTE Property Tax Forgone &amp; Savings Calculator</b>	
Project Name: Liberty Apartments	
Number of units in the project	24
<b>*Average Property Value Exempt per unit</b>	<b>\$121,094</b>
<b>Estimated City Property Tax forgone annually per unit</b>	<b>\$1,250</b>
Estimated Property Tax saved per project annually	\$39,525
Enter the number of years of MFTE (8 or 12)	8
Estimated Property Tax saved during the term of exemption	\$316,201
<b>Estimated City Tax forgone during the term of exemption per unit</b>	<b>\$9,998</b>
<b>Estimated City Tax forgone during the term of exemption all units</b>	<b>\$79,980</b>
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

### Site Map:





## Briefing Paper

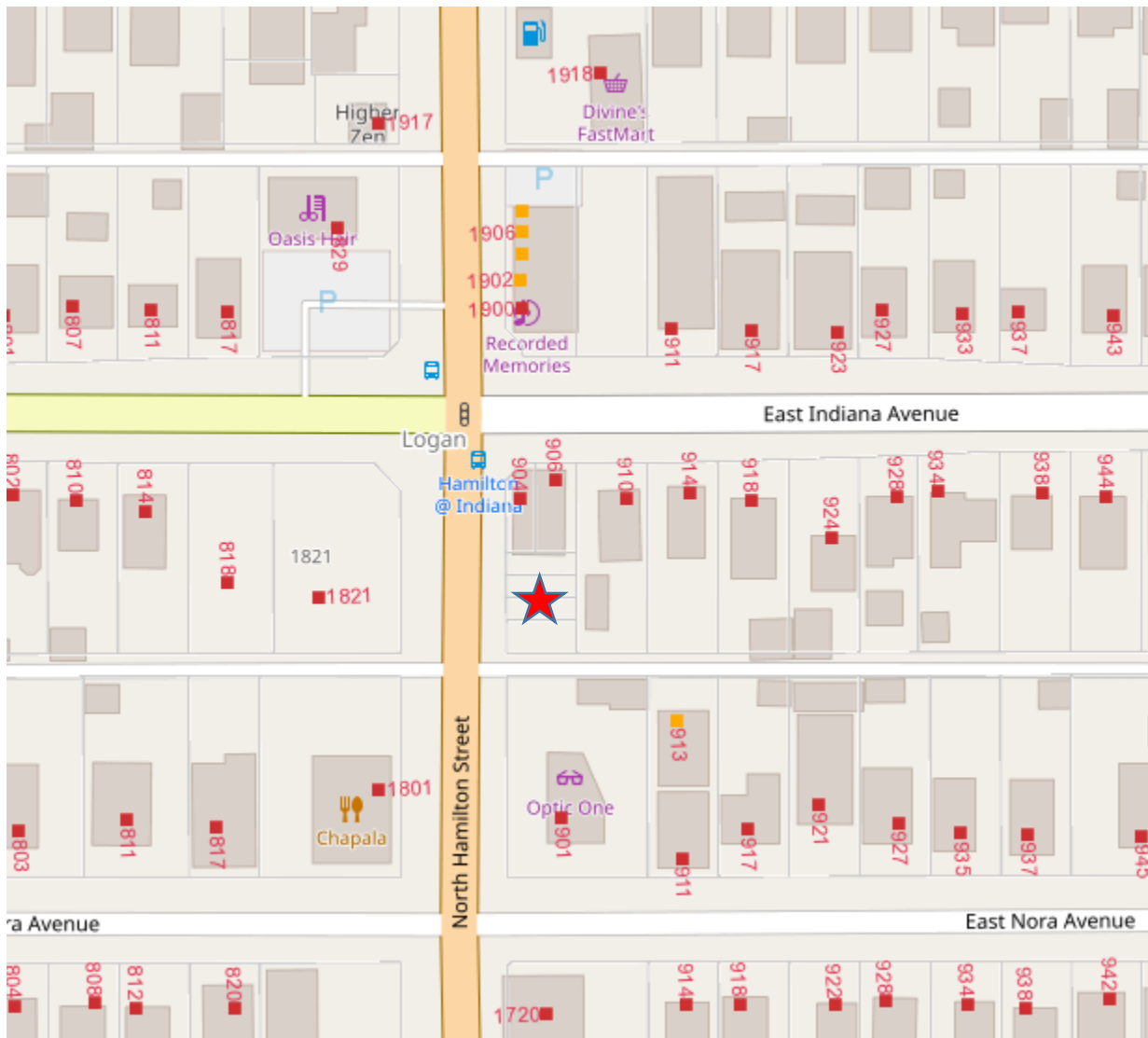
### Urban Experience Committee

<b>Division &amp; Department:</b>	Development Services Center
<b>Subject:</b>	MFTE Conditional Contract
<b>Date:</b>	April 12, 2021
<b>Contact (email &amp; phone):</b>	Ali Brast ( <a href="mailto:abrast@spokanecity.org">abrast@spokanecity.org</a> , 625-6638)
<b>City Council Sponsor:</b>	TBD
<b>Executive Sponsor:</b>	TBD
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p><u>Background/History:</u> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Applicant applying for a conditional contract to build one new building with 4 units at 1816 N Hamilton</li> <li>Property is zoned CC1-DC, so use is allowed.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

### Tax Abatement Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: Hamilton Townhomes	
Number of units in the project	4
<b>*Average Property Value Exempt per unit</b>	<b>\$121,094</b>
<b>Estimated City Property Tax forgone annually per unit</b>	<b>\$208</b>
Estimated Property Tax saved per project annually	\$6,588
Enter the number of years of MFTE (8 or 12)	8
Estimated Property Tax saved during the term of exemption	\$52,700
<b>Estimated City Tax forgone during the term of exemption per unit</b>	<b>\$1,666</b>
<b>Estimated City Tax forgone during the term of exemption all units</b>	<b>\$13,330</b>
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
<small>*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments</small>	

### Site Map:



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	CMIS Subscription Amendment
<b>Date:</b>	3/29/2021
<b>Author (email &amp; phone):</b>	David Lewis ( <a href="mailto:dglewis@spokanecity.org">dglewis@spokanecity.org</a> / 509-625-6051
<b>City Council Sponsor:</b>	Council Member Stratton
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	April 30, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to amend the Community Management Information System subscription as a service agreement due to increase license and storage costs.
<b>Background/History:</b> <p>The Community Management Information System, or CMIS, serves as the single repository of data regarding those that receive or seek homeless, or at-risk of homelessness, services within Spokane County; it also serves a pivotal role in providing the data and analysis used to inform all strategic planning efforts regarding homeless/at-risk populations. It meets the federal designation of an HMIS (Homeless Management Information System) and serves as the prerequisite for Spokane County's eligibility for federal and state funding.</p> <p>The CMIS was rebranded from HMIS as a result of growth into service sectors not specifically focused on homelessness, such as: ALICE (Asset Limited Income Constrained) populations, prevention-focused services, and as the database in use by DSHS, ZoNE Collaborative, health care and justice service providers, for coordination of services to vulnerable populations.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The amendment is necessary to meet the continuous rapid growth of the CMIS database and to ensure we're providing the support needed to our various non-profit and governmental agencies that rely on the CMIS for day-to-day service delivery.</li> <li>It will ensure that we're able to meet our federal, state, and local, reporting obligations and requirements.</li> <li>Increased capacity will also help improve our overall system's efficiency by allowing more data to be stored and accessible to service providers, saving staff time to reinvest in better service delivery.</li> <li>Increased license capacity will allow for increased CMIS access for new and existing partners, which will help improve the scope and quality of the data available for use in planning, service delivery, and client case management.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: None	



Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required: None.

Known challenges/barriers: None.



**City of Spokane**

**AGREEMENT AMENDMENT B**

Title: CLIENTTRACK SUBSCRIPTION

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and ECCOVIA, INC., whose address is 545 East 4500 South, Suite E260, Salt Lake City, Utah 84107, as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an Agreement wherein the Consultant agreed to PROVIDE THE CITY WITH A NON-EXCLUSIVE LICENSE TO USE THE APPLICATION SERVER, SOFTWARE SET AND SUPPORT SERVICES, SOLELY FOR THE PURPOSE OF ACCESS AND EXECUTION OF THE CITY'S SUBSCRIPTION TO THE CLIENTTRACK SOFTWARE APPLICATION DELIVERED AS A SERVICE OVER THE INTERNET; and

WHEREAS, a change or revision of the Work has been requested, thus the original Agreement needs to be formally Amendment by this written document; and

WHEREAS, additional funds are necessary to complete the Project due to increased Concurrent User Access licenses and increased storage costs, thus the original Agreement needs to be formally Amended by this written document; and

-- Now, Therefore, the parties agree as follows:

1. **CONTRACT DOCUMENTS.** The Agreement dated December 12, 2016, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. **EFFECTIVE DATE.** This Agreement Extension shall become effective January 28, 2021.

3. **COMPENSATION.** The total amount City shall pay Consultant is increased by **FIFTY EIGHT THOUSAND FIVE HUNDRED NINETY TWO AND NO/100 DOLLARS (\$58,592.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **TWO HUNDRED SIXTY ONE THOUSAND**

**TWO HUNDRED FORTY FIVE AND NO/100 DOLLARS (\$261,245.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document.

ECCOVIA, INC.  By: _____ <div style="text-align: center;"><i>(signature)</i></div> Print Name: _____ Title: _____ Date: _____ Email: _____	CITY OF SPOKANE:  By: _____ <div style="text-align: center;"><i>(signature)</i></div> Print Name: _____ Title: _____ Date: _____
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ATTEST:  _____ City Clerk	APPROVED AS TO FORM:  _____ Assistant City Attorney
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Attachments that are part of this Agreement Extension:

Attachment 1 – Debarment Certification



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

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

4. I understand that a false statement of this certification may be grounds for termination of the contract.

Eccovia, Inc.	Subscription as a Service Agreement
Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

## Briefing Paper

### Urban Development Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	Treasury Rent Assistance Program (T-RAP) Grant Acceptance
<b>Date:</b>	4/12/2021
<b>Author (email &amp; phone):</b>	Margaret Hinson ( <a href="mailto:mhinson@spokanecity.org">mhinson@spokanecity.org</a> 509-867-8539)
<b>City Council Sponsor:</b>	Council Member Stratton
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	The grant has a retroactive start date of March 1, 2021 and the grant expires on September 30, 2022.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$9,261,862 in T-RAP funds from the WA State Dept. of Commerce (Commerce). These funds will be subgranted to providers that help prevent eligible households facing eviction from experiencing homelessness and SBO will be submitted to create budget capacity.
<b>Background/History:</b> On February 25, 2021 Commerce invited eligible agencies to apply for approximately \$520 million in funds for the new Treasury Rent Assistance Program (T-RAP). Commerce offered to split the award for the Spokane region using the same proportional allocation used for Consolidated Homeless Grant (CHG). The funds are retroactively available to March 1, 2020 with a contract end date of September 30, 2022.	
<b>Executive Summary:</b> The T-RAP Grant is part of Washington State’s response to the COVID-19 disaster, intended to prevent evictions that would contribute to the spread of the virus by paying past due, current due, future rent, and utilities, targeting limited resources to those who have experienced financial hardship due to the COVID-19 outbreak and are at risk of experiencing homelessness or housing instability.  Households must meet the three federally required initial screening criteria: <ul style="list-style-type: none"> <li>• Income at or below 80% of Area Median Income (AMI).</li> <li>• Experiencing a financial hardship directly or indirectly due to the COVID-19 outbreak that threatens the household’s ability to pay the costs of the rental property when due.</li> <li>• At risk of experiencing homelessness or housing instability.</li> </ul> The following households must be prioritized: <ul style="list-style-type: none"> <li>• Income at or below 50% AMI.</li> <li>• Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date.</li> </ul> The percentage of head of households provided rent assistance must at least equal the proportion to the population living in poverty in the county for each of the following groups:	

- People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- Black or African American
- American Indian and Alaska Native
- Hispanic/Latinx

Additional performance targets include:

- Ten percent of households served must be young adults age 18-25.
- Ten percent of financial assistance must be utility assistance.

Commerce is requiring grantees to subcontract with By and For Organizations to meet the equity requirements, is encouraging grantees to subcontract with Youth & Young Adult providers to meet the young adult requirement, and is requiring grantees to commit to coordination with their local Dispute Resolution Center.

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No  
 Annual/Reoccurring expenditure? ☐ Yes ☒ No  
 If new, specify funding source: U.S. Treasury Department  
 Other budget impacts: N/A

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No  
 Requires change in current operations/policy? ☐ Yes ☒ No  
 Specify changes required: None.  
 Known challenges/barriers: None.





## **Interagency Agreement with**

Spokane City of - Human Svcs

through

Community Services and Housing Division  
Housing Assistance Unit

**Treasury Rent Assistance Program (T-RAP)**

**Start date:** March 1, 2021

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Attachment A, Scope of Work

Attachment B, Budget

Attachment C, Treasury Rent Assistance Program Contract Terms

Attachment D, Department of Commerce Treasury Rent Assistance Program Guidelines

# FACE SHEET

Grant Number: 21-4616C-133

**Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Treasury Rent Assistance Program**

<b>1. Grantee</b>  Spokane City of - Human Svcs 808 W SPOKANE FALLS BLVD  SPOKANE, WA 99201-3333		<b>2. Grantee Doing Business As (optional)</b>	
<b>3. Grantee Representative</b>  Margaret Hinson Covid Program Manager 509.867.8539 mhinson@spokanecity.org		<b>4. COMMERCE Representative</b>  <div style="display: flex; justify-content: space-between;"> <div>             Kathryn Dodge              Grant Manager              360-764-9682              Kathryn.dodge@commerce.wa.gov           </div> <div>             P.O. Box 42525              1011 Plum Street SE              Olympia, WA 98504-2525           </div> </div>	
<b>5. Grant Amount</b> \$9,261,862.00	<b>6. Funding Source</b> <b>Federal: X State: Other: N/A:</b>	<b>7. Start Date</b> March 1, 2021	<b>8. End Date</b> December 31, 2021
<b>9. Federal Funds (as applicable)</b> \$9,261,862.00		<b>Federal Agency:</b> US Dept. of the Treasury <b>CFDA Number:</b> 21.023 <b>Indirect Rate (if applicable):</b>	
<b>10. Tax ID #</b> XXXXXXXXXXXXXXXX	<b>11. SWV #</b> SWV0003387-03	<b>12. UBI #</b> 328013877	<b>13. DUNS #</b> N/A
<b>14. Grant Purpose</b>  The Treasury Rent Assistance Program Grant is intended to prevent evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs and distributing funds equitably.			
<b>15. Signing Statement</b>  COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and Attachments and have executed this Grant on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant are governed by this Grant and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Treasury Rent Assistance Program Contract Terms – Attachment "D" Department of Commerce Treasury Rent Assistance Program Guidelines.			
<b>FOR GRANTEE</b>  <hr/> Printed Name, title  <hr/> Signature  <hr/> Date		<b>FOR COMMERCE</b>  <hr/> Diane Klontz, Assistant Director Community Services and Housing Division  <hr/> Date  <div style="text-align: center;"> <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/21/2020.</b>  <b>APPROVAL ON FILE.</b> </div>	

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**1. AUTHORITY**

COMMERCE and Grantee enter into this Grant pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

**2. ACKNOWLEDGMENT OF FEDERAL FUNDS**

Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501").

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."

**3. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

- a. The Representative for COMMERCE and their grant information are identified on the Face Sheet of this Grant.
- b. The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

**4. COMPENSATION**

COMMERCE shall pay an amount not to exceed the Grant amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Grant as set forth in the Scope of Work (Attachment A).

**5. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE.

When requesting reimbursement for expenditures made, Grantee shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

**Duplication of Billed Costs**

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grant is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**SPECIAL TERMS AND CONDITIONS  
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FEDERAL FUNDS**

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

**6. SUBGRANTEE DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Agreement performed by subgrantees and the portion of funds expended for work performed by subgrantees, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees. "Subgrantees" shall mean subgrantees of any tier.

**7. INSURANCE**

Local Government Self-Insured/Liability Pool or Self-Insured Risk Management Program

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

**8. AUDIT**

Grantee shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of Grants or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Grantee expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov).

**9. DEBARMENT**

Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.



**SPECIAL TERMS AND CONDITIONS  
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Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier Grantee certifies, by signing this Grant 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.
- ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such grantee shall attach an explanation to this Grant.

The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

**10. COMPLIANCE WITH ATTACHMENT "C", TREASURY RENT ASSISTANCE CONTRACT TERMS**

Grantee must comply with Attachment "C", Treasury Rent Assistance Program Contract Terms. Should any inconsistency in terms exist, the inconsistency shall be resolved by referring to Special Terms and Conditions, Section 11—Order of Precedence.

**11. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

Applicable federal and state of Washington statutes and regulations

Attachment C, Treasury Rent Assistance Program Contract Terms

Special Terms and Conditions

General Terms and Conditions

Attachment D, Department of Commerce Treasury Rent Assistance Program Guidelines

Attachment A – Scope of Work

Attachment B – Budget

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**1. DEFINITIONS**

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this grant shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subgrantees" mean subgrantee(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

**3. AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**4. ASSIGNMENT**

Neither this Grant, work thereunder, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law.
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The

**GENERAL TERMS AND CONDITIONS  
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Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

**GENERAL TERMS AND CONDITIONS  
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FEDERAL FUNDS**

**11. RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

**12. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

**15. SUBGRANTING**

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

**GENERAL TERMS AND CONDITIONS  
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**16. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are in addition to any other rights and remedies provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A.** Stop work under the Grant on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;



**GENERAL TERMS AND CONDITIONS  
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- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E.** Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G.** Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which the Authorized Representative has or may acquire an interest.

**20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A.** Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B.** The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## Scope of Work

The Treasury Rent Assistance Program (T-RAP) Grant is intended to prevent evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs while working to distribute funds equitably.

### Eligibility and Prioritization

The purpose of eligibility screening criteria is to target those most likely to become homeless but for this assistance.

Households must meet all three of the initial screening criteria:

- ✓ Income at or below 80% of Area Median Income (AMI).
- ✓ Experiencing a financial hardship directly or indirectly due to the COVID-19 outbreak that threatens the household's ability to pay the costs of the rental property when due.
- ✓ At risk of experiencing homelessness or currently experiencing housing instability.

In addition to following the eligibility criteria, the following households must be prioritized:

- ✓ Income at or below 50% Area Median Income (AMI).
- ✓ Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date.

### Performance Measurement

Grantees must ensure equitable access to T-RAP.

Equitable access means that the race and ethnicity of people entering T-RAP are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering T-RAP by race and ethnicity.

The percentage of head of households provided rent assistance must at least be equal the proportion to the population living in poverty in the county for each of the following groups:

- ✓ People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- ✓ Black or African American
- ✓ American Indian and Alaska Native
- ✓ Hispanic/Latinx

Data from all T-RAP grantees in the county will be combined for the purpose of performance measurement and performance monitoring.

Additional performance target includes:

- ✓ Ten percent of households served must be youth or young adults age 18-24, *this includes emancipated 16 and 17 year olds.*

### Local Variance

Grantees interested in implementing program restrictions or additional eligibility requirements must ensure they are based on vulnerability and/or risk and must first consult with their Commerce T-RAP Grant Coordinator before implementation.

### **By and For Subgrants**

Grantees must actively work to partner with By and For organizations in their communities that assist and serve marginalized populations. It is incumbent on the grantee to identify By and For service providers that can best support their community members in accessing assistance.

By and For organizations are operated by and for the community they serve. Their primary mission and history is serving a specific community and they are culturally based, directed, and substantially controlled by individuals from the population they serve. At the core of their programs, the organizations embody the community's central cultural values. These communities may include ethnic and racial minorities; immigrants and refugees; individuals who identify as LGBTQ+, individuals with disabilities or who are deaf; and Native Americans.

### **Partner with Dispute Resolution Centers**

Grantees must coordinate with their local Dispute Resolution Centers (DRC) if one exists within their service area. DRCs can be an important pathway to prevent evictions, and providing rent assistance can be critical to settling disputes.

### Budget

Commerce will monitor spending regularly to help ensure grantees are on track to spend out at least 65 percent of their award by September 30, 2021.

Beginning on September 30, 2021, the Department of Treasury will determine which grantees have obligated at least 65 percent of their award and reallocate the unobligated funds. The amount of any such reallocation shall be determined based on demonstrated need within a grantee's jurisdiction.

In August, Commerce will plan reallocations to meet the federal spending deadline. Grantees that do not meet the invoice deadlines will be subject to grant budget reductions and funds will be reallocated.

**March 1, 2021 – December 31, 2021**

<b>Budget Category</b>	
<b>Administration and Operations</b>	<b>\$1,175,981</b>
<b>Rent and Utilities</b>	<b>\$7,643,920</b>
<b>By &amp; For Sub contract</b>	<b>\$441,961</b>
<b>Total</b>	<b>\$9,261,862</b>

OMB Approved No.: 1505-0266

Expiration Date: 7/31/21

U.S. DEPARTMENT OF THE TREASURY  
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: [ <i>Recipient to provide</i> ]	DUNS Number: [ <i>Recipient to provide</i> ] Taxpayer Identification Number: [ <i>Recipient to provide</i> ]
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Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

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Authorized Representative:

Title: [*To be signed by chief executive officer if recipient is a local government.*]

Date signed:



U.S. DEPARTMENT OF THE TREASURY  
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as “Section 501”).
2. Repayment and reallocation of funds.
  - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
  - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
  - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
  - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
  - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
  - a. Administrative expenses of Recipient may be treated as direct costs, but Recipient may not cover indirect costs using the funds provided in this award, and Recipient may not apply its negotiated indirect cost rate to this award.
  - b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.
5. Reporting.
  - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
  - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
11. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
  - c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

- d. Funds for payment of a debt must not come from other federally sponsored programs.

12. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; and/or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## Briefing Paper

### Urban Development Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	Treasury Emergency Rental Assistance Subgrant Recommendation
<b>Date:</b>	4/12/2021
<b>Author (email &amp; phone):</b>	Margaret Hinson ( <a href="mailto:mhinson@spokanecity.org">mhinson@spokanecity.org</a> / 509-867-8539)
<b>City Council Sponsor:</b>	Council Member Stratton
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	The grant has a retroactive start date of March 1, 2021 and the grant expires on September 30, 2022.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to award \$6,625,983.00 in ERA funds to three subgrantees: The Carl Maxey Center, Family Promise of Spokane, and geocko, inc. dba LiveStories.
<b>Background/History:</b> <p>The Treasury ERA is part of The U.S. Department of Treasury’s response to the COVID-19 disaster, making available \$25 billion in funds intended to prevent evictions that would contribute to the spread of the virus by paying rental arrears, current due rent, future rent, and utilities and home energy costs.</p> <p>On March 1, 2021 CHHS invited eligible agencies to apply for the approximately \$6,625,983.00 in funds allocated locally to the Treasury Emergency Rental Assistance (ERA) program. The funds are retroactively available from March 1, 2020 with a contract end date of September 30, 2022. Agreements will be released after Council approval of subawards.</p>	
<b>Executive Summary:</b> <p>CHHS received proposals from several agencies. The Carl Maxey Center, Family Promise of Spokane, and geocko, inc. dba LiveStories proposals were referred to the RFP Review Committee for recommendation.</p> <p>The RFP Review Committee met to review applications and recommended funding the three agencies at the following levels:</p> <ul style="list-style-type: none"> <li>• The Carl Maxey Center: \$385,000.00</li> <li>• Family Promise: \$2,199,980.00</li> <li>• LiveStories: \$4,041,003.00</li> </ul>	
<b>Budget Impact:</b> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: U.S. Treasury Department</p> <p>Other budget impacts: N/A</p>	



Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required: None.

Known challenges/barriers: None.

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
<b>Subject:</b>	Program Year 2019 Continuum of Care Grantee Agreement Amendments
<b>Date:</b>	3/30/2021
<b>Author (email &amp; phone):</b>	Brenda Schreiber ( <a href="mailto:bschreiber@spokanecity.org">bschreiber@spokanecity.org</a> / 509-625-6425) & Debbie Cato ( <a href="mailto:dcato@spokanecity.org">dcato@spokanecity.org</a> / 509-625- 6707)
<b>City Council Sponsor:</b>	Council Member Stratton
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	April 19, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to amend current Continuum of Care Program (“CoC”) subrecipient agreements as outlined below.
<b><u>Background/History:</u></b> The City of Spokane, as the Collaborative Applicant for the Spokane City/County Continuum of Care, accepted the CoC Program Award of \$3,436,627 from the U.S. Department Housing and Urban Development and entered into contracts with the awarded projects in November – December 2020 for the first year as a Unified Funding Agency (UFA). Designation as a UFA provides for greater flexibilities and abilities for the redistribution of funds between projects based on the spenddown ability and performance of projects than the CoC had prior to being award the UFA designation. We have prepared and are providing the following contracts for the reallocation of funds between CoC projects to ensure that all the monies are spent and remain in our community prior to the end of the UFA year of 7/31/2021. These reallocations have been approved by the CoC Board at the March 24, 2021 meeting as required by UFA regulation.	
<b><u>Executive Summary:</u></b> <ul style="list-style-type: none"> <li>City staff worked with provider staff to determine their ability to spenddown each project fund by 7/31/2021.</li> <li>Catholic Charities noted two projects that were underspending and gave Collaborative Applicant permission to seek out other providers to reallocate \$200,000 of funding.</li> <li>City staff worked with all other providers to determine if they could absorb the funds.</li> <li>VOA staff determined they could absorb \$178,000 of the funding. City staff worked with VOA staff to determine the projects and budgets to reallocate the funding.</li> <li>Transitions (Women’s Hearth) determined they could absorb \$22,000 of the funding. City staff worked with Transitions staff to determine how to amend their budget to reallocate the funding.</li> <li>City staff prepared a spreadsheet of the reallocation of funds which was shared with the CoC Board on March 24, 2021. The CoC Board voted to approve the reallocation of funds as required by UFA regulations.</li> <li>CHHS is requested approval of the attached Amended Contracts ending 7/31/2021.</li> </ul>	

<u>OPR #</u>	<u>Project</u>	<u>Project #</u>	<u>\$ Change</u>	<u>New Total</u>
2020-0817	St. Margaret's Shelter Transitional Housing	WA0109U0T021912	\$58,453	\$125,943
2020-0812	Transitions Women's Hearth – Supportive Services Only	WA0125U0T021912	\$22,000	\$45,683
2020-0806	Hope House Permanent Supportive Housing	WA0128U0T021912	\$11,000	\$58,018
2020-0811	VOA Off-Site Permanent Supportive Housing	WA0129U0T021912	\$51,000	\$307,532
2020-0809	VOA/Samaritan 05-06 Permanent Supportive Housing	WA0130U0T021912	\$23,000	\$224,261
2020-0896	VOA/Samaritan III Permanent Supportive Housing	WA0218U0T021909	\$15,000	\$107,985
2020-0819	Catholic Charities Rapid Rehousing for Families Consolidation	WA0288U0T021906	(\$165,952)	\$335,592
2020-0821	Catholic Charities Homeless Families Coordinated Assessment	WA0373U0T021903	(\$100,000)	\$181,667
2020-0921	VOA Hope House 2.0 Permanent Supportive Housing	WA0457U0T021900	\$78,000	\$260,201
2020-0901	Catholic Charities Rapid Rehousing	WA0353U0T021904	\$7,500	\$220,542

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No  
 Annual/Reoccurring expenditure? ☒ Yes ☐ No  
 If new, specify funding source: N/A  
 Other budget impacts: None.

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No  
 Requires change in current operations/policy? ☐ Yes ☒ No  
 Specify changes required: None.  
 Known challenges/barriers: None.

## Briefing Paper

### Urban Development Committee

<b>Division &amp; Department:</b>	Neighborhood and Business Services – Community, Housing, and Human Services
<b>Subject:</b>	Kaiser Permanente National Benefit Fund at the East Bay Community Foundation award for COVID-19 Prevention and Response among homeless populations
<b>Date:</b>	April 12, 2021
<b>Author (email &amp; phone):</b>	Margaret Hinson ( <a href="mailto:mhinson@spokanecity.org">mhinson@spokanecity.org</a> / 509-867-8539)
<b>City Council Sponsor:</b>	Council Member Stratton
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	Funds expire October 15, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to subgrant \$80,000 of these funds to Family Promise to support families overflow hoteling project required to meet COVID-19 safety protocols.

#### Background/History:

In July 2020, CHHS was invited to apply for a national Kaiser Permanente grant to prevent and manage COVID-19 among populations experiencing homelessness. Eligibility for the grant funding was limited to organizations and Continuums of Care that participate in the Built for Zero program on an invitational basis. The grant period is October 15<sup>th</sup>, 2020–October 15<sup>th</sup>, 2021.

#### Executive Summary:

- The intention of the grant is to provide flexible, responsive funds to prevent and manage COVID-19 among people experiencing homelessness.
- Catholic Charities of Eastern Washington was first awarded Kaiser funds for a families overflow shelter in a competitive process. As their shelter was underutilized, it was agreed that the overflow project transfer to Family Promise, who had also applied for funding in the same competitive process.
- These funds will be used to support the Family Promise overflow hoteling project needed to meet COVID safety protocol.

#### Budget Impact:

Approved in current year budget? ☒ Yes ☐ No  
 Annual/Reoccurring expenditure? ☐ Yes ☒ No  
 If new, specify funding source: N/A  
 Other budget impacts: None

#### Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No  
 Requires change in current operations/policy? ☐ Yes ☒ No  
 Specify changes required: None  
 Known challenges/barriers: None

## AGREEMENT BETWEEN

CITY OF SPOKANE AND FAMILY PROMISE OF SPOKANE IN CONJUNCTION WITH THE  
KAISER PERMANENTE NATIONAL COMMUNITY BENEFIT FUND AT THE EAST BAY COMMUNITY  
FOUNDATION

<b>1. Grantee</b> Family Promise of Spokane 904 East Hartson Avenue Spokane, Washington 99202		<b>2. Contract Amount</b> \$80,000.00		<b>3. Tax ID#</b> 91-1707988	
				<b>4. DUNS#</b> 019916469	
<b>5. Grantee's Program Representative</b> Serena Graves, Open Doors Program Manager 2002 E. Mission Ave Spokane, WA 99202 509-723-4663 <a href="mailto:sgraves@familypromiseofspokane.org">sgraves@familypromiseofspokane.org</a>			<b>6. City's Program Representative</b> Margaret Hinson, COVID Program Manager 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-625-6056 <a href="mailto:mhinson@spokanecity.org">mhinson@spokanecity.org</a>		
<b>7. Grantee's Financial Representative</b> Joe Ader, Executive Director 904 E. Hartson Ave Spokane, WA 99202 509-747-5487 <a href="mailto:jader@familypromiseofspokane.org">jader@familypromiseofspokane.org</a>			<b>8. City's Contract Representative</b> Margaret Hinson, COVID Program Manager 808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor Spokane, WA 99201 509-625-6056 <a href="mailto:mhinson@spokanecity.org">mhinson@spokanecity.org</a>		
<b>9. Grantor Award #</b> 20210710		<b>10. Start Date</b> 03/10/2021		<b>11. End Date</b> 10/15/2021	
<b>12. Federal Funds</b> N/A	<b>CFDA #</b> N/A	<b>Federal Agency</b> N/A			
<b>13. Total Federal Award</b> N/A	<b>14. Federal Award Date</b> N/A	<b>15. Research &amp; Development?</b> No		<b>16. Indirect Cost Rate</b> 10% MTDC	
<b>17. Grantee Selection Process:</b> (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input checked="" type="checkbox"/> Pre-approved by Funder			<b>18. Grantee Type: (check all that apply)</b> <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
<b>19. Grant Purpose:</b> This grant is designed to support the COVID-19 prevention and response amongst persons experiencing homelessness, shelter staff, and volunteers in Spokane County. The Healthy Sheltering Program provides socially distanced sheltering options for individuals and families experiencing homelessness and funded projects will support Spokane's Strategic Plan to End Homelessness through innovative practices that limit barriers to entry and focus on providing life-saving interventions.					
<b>20. CITY and the GRANTEE</b> , as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed, to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) Attachment "A" - Debarment Certification, (3) Attachment "B" – Grantee Billing Form, and (4) Attachment "C" – Program Report.					

(FACE SHEET)

## **TERMS AND CONDITIONS**

### **SECTION NO. 1: PERFORMANCE**

The GRANTEE will be responsible for administering an Emergency Hoteling for Families Program (“Program”) in a manner satisfactory to the CITY, in coordination with the CITY and other services providers. The GRANTEE shall provide emergency shelter services for families (households with minor children) that are experiencing homelessness. The Program shall include the following minimum levels of services and activities:

- 1) GRANTEE shall provide access to hotel voucher and transitional case management to families unable to access emergency shelter in Spokane due to shelters being full. Case management will include temporary stable sheltering in a hotel while coordinating access to a more stable housing solution that meet family needs, coordination with Homeless Families Coordinated Assessment (“HFCA”) resources, to ensure families are well served.
- 2) All services provided shall be low-barrier and inclusive, and meet basic needs.
- 3) All services provided shall follow COVID-19 protocols as determined by the Centers for Disease Control and the Spokane Regional Health District.
- 4) The GRANTEE shall provide a final report as specified in section 7.H.3 of this agreement.
- 5) The GRANTEE shall provide a final report as specified in section 7.H.3 of this agreement.

#### **A. PERFORMANCE MONITORING**

The CITY will conduct reviews of the services being provided as determined necessary and will monitor the performance of the GRANTEE against established performance measures, spend down of grant funds, and all other terms and conditions of this Agreement. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not timely undertaken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

### **SECTION NO. 2: TIME OF PERFORMANCE**

The term of this Agreement shall commence as of the date printed on the FACE SHEET and shall terminate on the date printed on the FACE SHEET, unless terminated.

### **SECTION NO. 3: BUDGET**

<u>Category</u>	<u>Amount</u>
Operations	\$77,923
Administration	\$2,077
TOTAL	\$80,000

### **SECTION NO. 4: PAYMENT**

CITY shall reimburse GRANTEE an amount not to exceed the amount set forth on the FACE SHEET of this Agreement for all things necessary, or incidental to the performance of services as set forth in Section No. 1 of this Agreement.

GRANTEE's reimbursement for services set forth in Section No. 1 of this Agreement shall be in accordance with the terms and conditions outlined in the BUDGET chart located in Section No. 3 of this Agreement (above), as well as in accordance with the Program performance requirements.

### **SECTION NO. 5: NOTICES**

- A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice between the CITY and GRANTEE.
- B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

### **SECTION NO. 6: SPECIAL CONDITIONS**

The GRANTEE shall send essential staff to all mandatory CITY training and information meetings.

The GRANTEE shall not sub-award any funds included in this Agreement.

The PARTIES shall provide to each other all public information communications that are publically disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each PARTY can review and provide input or other responses to the draft communication.



## **SECTION NO. 7: GENERAL CONDITIONS**

### **A. DOCUMENTATION AND RECORD KEEPING**

#### **1) Records to be Maintained**

The GRANTEE shall maintain all records pertinent to the activities to be funded under this Agreement. Such records shall include and show compliance with the following, but not be limited to:

- a. Records documenting homeless status, or at risk of homeless status;
- b. Records documenting reasonable belief of imminent threat of harm;
- c. Records documenting annual income;
- d. Program participant records, housing standards and services provided;
- e. Conflict of interest and confidentiality requirements;
- f. Records documenting compliance with housing standards and Fair Housing; and
- g. Other records necessary to properly and thoroughly document compliance.

#### **2) Retention**

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of six (6) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the six-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

#### **3) Client Data**

The GRANTEE shall maintain client data for Program services provided. Such data shall include the Universal Data Elements (as provided in the HUD 2017 Homeless Management Information System Data Standards), which include: client name, social security number, date of birth, race, ethnicity, gender, veteran status, disabling condition, project start date, project exit date, destination, relationship to head of household, client location, housing move-in date, and living situation. Such information shall be made available to CITY monitors or their designees for review upon request.

#### **4) Disclosure**

- a. "Confidential Information" as used in this section includes:

- i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
  - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
  - iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to: information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party, except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement, whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any Confidential Information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**B. "INDEPENDENT CONTRACTOR"**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the PARTIES. The GRANTEE shall at all times remain an "independent contractor" with respect to the services performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor, and thus GRANTEE is solely responsible.

### C. HOLD HARMLESS

The GRANTEE shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GRANTEE's performance or nonperformance of the services or subject matter called for in this Agreement.

### D. INSURANCE AND BONDING

During the term of the Agreement, the GRANTEE shall maintain in force at its own expense, the following types and amounts of insurance:

- 1) General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds, but only with respect to the GRANTEE's services to be provided under this Agreement; and
- 2) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.
- 3) Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverages required by this Agreement, the GRANTEE shall furnish an acceptable insurance certificate to the CITY at the time the GRANTEE returns the signed Agreement.

### E. INDEMNIFICATION

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

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

#### F. AMENDMENTS/MODIFICATION

The CITY or GRANTEE may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed with the same formality as this Agreement, in writing and signed by a duly authorized representative of each PARTY. Such amendments shall not invalidate this Agreement, nor relieve, or release the PARTIES from obligations under this Agreement. **All amendments to this Agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative (as designated on the Face Sheet of this Agreement). If approved, the CITY will notify the GRANTEE in writing.** Budgeted amounts shall not be shifted between categories or Programs without written approval by the CITY, and any costs for completing the Program/activities over and above the amount awarded by the CITY shall be the sole financial responsibility of the GRANTEE.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the Program/activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

#### G. SUSPENSION OR TERMINATION

The CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time; and
- b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement; and
- c. Ineffective or improper use of funds provided under this Agreement; and/or
- d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

## H. REPORTING AND PAYMENT PROCEDURES

### 1) Indirect Costs

If indirect costs are charged using a methodology other than 10% Modified Total Direct Costs (MTDC), the GRANTEE shall submit an indirect cost allocation plan including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually.

### 2) Payment Procedures

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment B and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15<sup>th</sup> of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment B. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to [chhsreports@spokanecity.org](mailto:chhsreports@spokanecity.org).**

#### a. Reimbursement Requests

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report, program income), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

b. Payment

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

3) Final Report

GRANTEE shall submit a final program report using the form provided as Attachment C to the City's Program Representative by October 15, 2021 or in conjunction with the final reimbursement request, whichever comes first. Additionally, the GRANTEE shall submit a one (1) page report containing a narrative description of the how the Program funds were used to prevent and respond to COVID-19 for homeless families, including Program accomplishments and challenges to be submitted with Attachment C.

4) Other Reporting Requirements

GRANTEE shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, and the System Performance Measures Report as specified by the CITY.

I. CONTRACT MANAGEMENT STANDARDS

The GRANTEE shall maintain accurate records to account for its expenditures and program performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of

this Agreement. The CITY designee may inspect and audit all records and other materials and the GRANTEE shall make such available upon request.

#### J. INTERNAL AUDITING CONTROL

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements for agencies who expend in excess of \$750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the Face Sheet of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to [chhsreports@spokaneCITY.org](mailto:chhsreports@spokaneCITY.org), within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the Face Sheet of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to [chhsreports@spokaneCITY.org](mailto:chhsreports@spokaneCITY.org), within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to [chhsreports@spokaneCITY.org](mailto:chhsreports@spokaneCITY.org).

The GRANTEE is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

#### K. 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, race, color, religion, creed, marital status, familial status, sexual orientation, including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The GRANTEE agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the GRANTEE.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

**L. COMPLIANCE WITH LAWS**

Each party shall comply with all applicable federal, state and local laws, regulations, and Executive Orders applicable to the subject matter of this Agreement, which are incorporated by reference into this Agreement.

**M. ASSIGNMENTS**

This Agreement is binding on the parties and their heirs, successors, and assigns. The GRANTEE may not assign, transfer or subcontract its interest, in whole or in part, without the prior written consent of the authorizing official for the CITY of Spokane.

**N. NON-WAIVER**

No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right currently or in the future.

**O. BUSINESS REGISTRATION REQUIREMENT**

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

**P. ANTI-KICKBACK**

No officer or employee of the CITY of Spokane, having the power or duty to perform an official act or action related to this 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 the Agreement.

#### **Q. CITY RECOGNITION**

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

#### **SECTION NO. 8: SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless remain in full force and effect.

#### **SECTION NO. 9: SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

#### **SECTION NO. 10: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to the subject matter of this Agreement.

#### **SECTION NO. 11: CONSTRUUAL**

The GRANTEE acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the performance means that only the best general practice is to prevail, and that only material and workmanship of the best quality are to be used. This Agreement shall be construed neither in favor of, nor against either party, and is intended to benefit only the Parties to this Agreement, there are no third-party beneficiaries.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

**FAMILY PROMISE OF SPOKANE**

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

Print Name: \_\_\_\_\_

**CITY OF SPOKANE**

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

Print Name: \_\_\_\_\_

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

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

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

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

Attest:

Approved as to form:

\_\_\_\_\_  
CITY Clerk

\_\_\_\_\_  
Assistant CITY Attorney

DRAFT

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Air Brakes VB Renewal
<b>Date:</b>	April 12, 2021
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Karen Stratton
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> The Fleet Department would like to renew the Air Brakes VB301106 for \$100,000, for the as needed purchase of Air Brakes. A VB was originally set up using RFQ 5272-20.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The Air Brakes VB provides the Fleet Department with the ability to purchase as needed Air Brakes for the City Fleet.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval of the VB renewal for the as needed purchase of Air Brakes.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is included in the Fleet Department budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Purchase of Two Flusher Trucks
<b>Date:</b>	April 12, 2021
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Karen Stratton
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> The Street Department would like to purchase a two 6-wheel flush trucks from RCW Group in Tacoma, WA, using WA State Contract #01513. Total purchase price is \$281,005.74, including tax.	
<b>Executive Summary:</b> <b>Impact</b> <ul style="list-style-type: none"> <li>The two 6-wheel flush trucks will replace units that have reached the end of their economic life.</li> </ul> <b>Action</b> <ul style="list-style-type: none"> <li>We recommend approval for the purchase of two 6-wheel flusher trucks for the Street Department.</li> </ul> <b>Funding</b> <ul style="list-style-type: none"> <li>Funding for these is included in the Street Department replacement budget.</li> </ul> TOTAL COST OF OWNERSHIP- Acquisition Cost: \$281,005   Fuel: \$55,000 Maintenance (based on previous models and usage): \$250,000 Resale (based on previous models): -\$16,000   SUM: \$570,005/vehicle Note: Maintenance may be higher than anticipated above.	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Briefing Paper

### URBAN EXPERIENCE COMMITTEE

<b>Division &amp; Department:</b>	Community and Economic Development; Historic Preservation
<b>Subject:</b>	Notification of a Grant Application for the Historic Preservation Dept.
<b>Date:</b>	3/31/21
<b>Contact (email &amp; phone):</b>	Megan Duvall, Historic Preservation Officer, <a href="mailto:mduvall@spokanecity.org">mduvall@spokanecity.org</a> ; 625-6543
<b>City Council Sponsor:</b>	CM Betsy Wilkerson
<b>Executive Sponsor:</b>	Kris Becker, Interim Director, Community and Economic Development
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Comprehensive Plan (Chapter 8)
<b>Strategic Initiative:</b>	Urban Experience/Strong neighborhoods
<b>Deadline:</b>	April 26, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Apply for a federal pass-through grant from the state's Department of Archaeology and Historic Preservation to conduct survey work in the East Central Neighborhood south of I-90.
<p><u>Background/History:</u> Grant application for approximately \$16,500 for a project in the East Central Neighborhood to conduct a "sense of place" based survey targeting the area east of Liberty Park to Thor, and south of 4<sup>th</sup> Avenue to the bluff (approximately 8<sup>th</sup> Avenue). The intent of the survey is less about architectural descriptions of each property, but rather, an opportunity to document the existing neighborhood and find the stories embodied within the historic structures. The context will be focused on under-represented communities of color; as well as the current and historic nature of the neighborhood as one of working-class families of all ethnicities. The area includes 526 structures built before 1970 and 252 built during the past 50 years. The grant does not require a match and will be conducted in-house by the Historic Preservation Officer and Historic Preservation Specialist. Start date is October 1, 2021.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Grant application for \$16,500 from state agency for "sense of place" survey and inventory work in the East Central Neighborhood.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>TOTAL COST:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A – Grant funding was included in 2021 budget</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) No match required</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Building & Development Services / Planning & Neighborhood Services
<b>Subject:</b>	Shared Mobility Contract and Ordinances Updates
<b>Date:</b>	April 12, 2021
<b>Author (email &amp; phone):</b>	Colin Quinn-Hurst, <a href="mailto:cquinnhurst@spokanecity.org">cquinnhurst@spokanecity.org</a> , 509-625-6804
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Louis Meuler
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan, Bicycle Master Plan
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	April 30, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Improved sustainable urban mobility options
<b>Background/History:</b> Following a pilot program, updates to city ordinances, a Request for Proposals and ongoing operation throughout 2019 and 2020, the contract with the selected vendor is proposed to be extended for two years, with accompanying amendments and updates to the contract.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Updates to Shared Mobility Contract OPR 2018-0521 to add enforcement requirements and adjust bicycle requirements; contract extension.</li> <li>Term is May 13, 2021 to May 12, 2023</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Contract for High Voltage Electrical Technical and Maintenance Support Services for the WTE.
<b>Date:</b>	April 12, 2020
<b>Contact (email &amp; phone):</b>	Chris Averyt, <a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> , 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Marlene Feist, Public Works Director
<b>Committee(s) Impacted:</b>	Urban Experience / Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure-Sustainability of the WTEF Operation
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the contract with US Electric Corporation to provide electrical technical and maintenance services to the Waste to Energy Facility.
<b>Background/History:</b> <p>The Waste to Energy Facility at times has need for electrical support services to maintain continuous operations. On March 12, 2020 bidding closed on PW ITB 5230-20 for high voltage electrical technical and maintenance support, scheduled and unscheduled, as-needed services. There were three (3) responses received; United States Electric Corporation of Olympia, WA, Industrial Support Service of Deer Park, WA and Electrical Utility Services LLC of Davenport, WA. After review of the submissions, United States Electric was deemed to be the lowest cost, responsive and responsible bidder.</p> <p>The initial contract award was for \$90,000.00 from May 1, 2020 to April 30, 2021, with the option of four (4) additional one-year contract periods. This will be the first of the four (4) renewals which will span from May 1, 2021 through April 30, 2022 with an additional annual cost not to exceed \$90,000.00 including taxes.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Contract renewal #1 of 4 for electrical support services at the WTE per PW ITB 5230-20 with United States Electric Corporation.</li> <li>Contract term from May 1, 2021 thru April 30, 2022 with the option of four (4) additional one-year contract periods.</li> <li>As-needed contract with an annual amount not to exceed \$90,000.00, taxes included.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Communications – Cable Franchise
<b>Subject:</b>	School District #81 PEG Reimbursement Contract
<b>Date:</b>	3-24-21
<b>Author (email &amp; phone):</b>	John Delay <a href="mailto:jdelay@spokancity.org">jdelay@spokancity.org</a> 6355
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Brian Coddington
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	City of Spokane Cable Franchise – PEG Requirement  Utilizing Budget Account #1940-37330-18900-54201
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	4/30/21
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of this contract to fulfill Comcast Cable Franchise Requirements.
<b>Background/History:</b> The City of Spokane designates School District #81 as the operator of a Educational Access channel of the PEG Channels under Section 19 subsection (b) of the City's Cable Franchise.	
<b>Executive Summary:</b> As part of the Franchise, Spokane School District #81 operates and produces video programming under (E) Educational Channels of the PEG section of the Cable Franchise. This channel is provided to any subscriber, at no additional charge, and viewable by Comcast Subscribers without the need for additional equipment beyond that required to receive the Basic Cable Tier.	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



**City of Spokane**

**PUBLIC SCHOOLS C.A.B.L.E.  
CONSORTIUM EQUIPMENT  
PURCHASE AGREEMENT**

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as "City," and **SPOKANE PUBLIC SCHOOLS**, whose address is North 200 Bernard Street, Spokane, Washington 99201, as "SPS."

WHEREAS, the City of Spokane has obtained certain channel resources and capital financing as a result of a Franchise renewal, C35970, with the local Cable Operator, Comcast Cable Communications Management, LLC, ("Comcast"); and

WHEREAS, the Franchise documents include the Franchise Ordinance itself which is attached hereto as Exhibit B and incorporated herein; and

WHEREAS, the parties wish to enter into a Cable Franchise Agreement for Educational Access and Assistance for the City of Spokane Public Schools; and,

*WHEREAS, SPS has agreed to provide community programming; and*

*WHEREAS, it does not appear there is any other entity capable or qualified to use the reserved channel resource identified above and SPS Proposal appears to be in the public interest;*

The parties agree as follows:

**1. DESIGNATION OF SPS AS CHANNEL MANAGER.**

The City designates SPS as Channel Manager of the channel reserved in the Comcast Franchise. This designation terminates if the Comcast Franchise Agreement terminates or expires. The designation is in the nature of a quitclaim authorization, to the extent of the City's power and authority to make such designation, without any promises or warranties. This section and Section 2 comprise the entire obligations of the City under this Agreement, notwithstanding any other provision.

**2. 2021 CAPITAL FUNDING.** Subject to applicable Franchise requirements as provided in the cable franchise between the City and the Comcast cable company (C35970) for PEG Fee source expenditures, the City agrees to pay SPS from the "PEG Fee" resource identified in Section 19 J of the franchise, a grant up to **SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$6,400.00)** for capital expenditures for the calendar year 2021. Future grant funding at this value is not a guarantee, and is subject to change on a yearly basis.

- A. SPS agrees to continue to present community programming on the cable channel designated for this purpose and represents to the City that it has adequate operational funding and other resources necessary to accomplish this function; and
- B. SPS understands its obligation to be sure that all expenditures of PEG fee grant monies are consistent with any Comcast franchise restrictions for use of said monies. SPS shall furnish the City with reasonable proof, upon request, that its use meets cable franchise requirements. In the event SPS cannot do so to City's satisfaction, SPS is responsible to reimburse the City any reduction in PEG funding obligations by Comcast under Section 19 J (4). SPS further agrees to indemnify and hold harmless the City from any other loss or liability for failure to the City from failure to satisfy Comcast; and
- C. This is a grant from PEG fee resources only. Under no circumstances shall the City be independently liable to SPS for payment of any sums under this agreement, directly or indirectly by way of reduction of other monies due and payable by Comcast.

**3. FUNDING APPROVAL.** PEG funds and expenses will be approved upon submission of expense receipts to the City.

#### **4. TERM/NOTICES**

- A. The Agreement takes effect January 1, 2021, and expires December 31, 2021; PROVIDED:
  - i. It automatically expires if the current Comcast Franchise expires or is otherwise terminated or substantially modified for any reason unless extended in writing by the City.
  - ii. It may be terminated without any requirement of showing cause by either party, upon sixty (60) days written notice; PROVIDED the City may terminate the Agreement upon a lesser notice period if it reasonably determines that it is exposed to any loss or liability because of continuation of the Agreement,
- B. Notices shall be given:
  - i. To the City: Attention: City Administrator, 808 W. Spokane Falls Blvd., Spokane WA 99201.
  - ii. To SPS: Attention: General Manager, 421 West Riverside Avenue, Suite 353, Spokane, Washington 99201.

#### **5. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. SPS shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

## **6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. SPS agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

## **7. INDEMNIFICATION.**

SPS shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from SPS's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Firm to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of SPS's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of SPS, its agents or employees. SPS specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by SPS's own employees against the City and, solely for the purpose of this indemnification and defense, SPS specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. SPS recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

## **8. INSURANCE.**

During the period of the Agreement, SPS shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to SPS's services to be provided under this Agreement;
  - i. Acceptable **supplementary Umbrella insurance** coverage combined with CMS's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from SPS or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, SPS shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Firm's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. SPS shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**9. DEBARMENT AND SUSPENSION.**

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

**10. AUDIT.**

SPS and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. SPS and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

**11. ASSIGNMENT AND SUBCONTRACTING.**

SPS shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by SPS shall incorporate by reference this Agreement, except as otherwise provided. SPS shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release SPS from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

**12. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay SPS for all work previously authorized and performed prior to the termination date.

**13. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Firm's services will be the degree of skill and diligence normally employed by professional Firms performing the same or similar services at the time the services under this Agreement are performed.

**14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the

City to SPS shall be safeguarded by SPS. SPS shall make such data, documents and files available to the City upon the City's request. If the City's use of SPS's records or data is not related to this project, it shall be without liability or legal exposure to SPS.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

#### **15. ANTI KICK-BACK.**

No officer or employee of the City of Spokane, 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.

#### **16. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. SPS, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, SPS shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by SPS after the time the same shall have become due nor payment to SPS for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and SPS. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**SPOKANE PUBLIC SCHOOLS**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Franchise renewal, C35970

M21-060

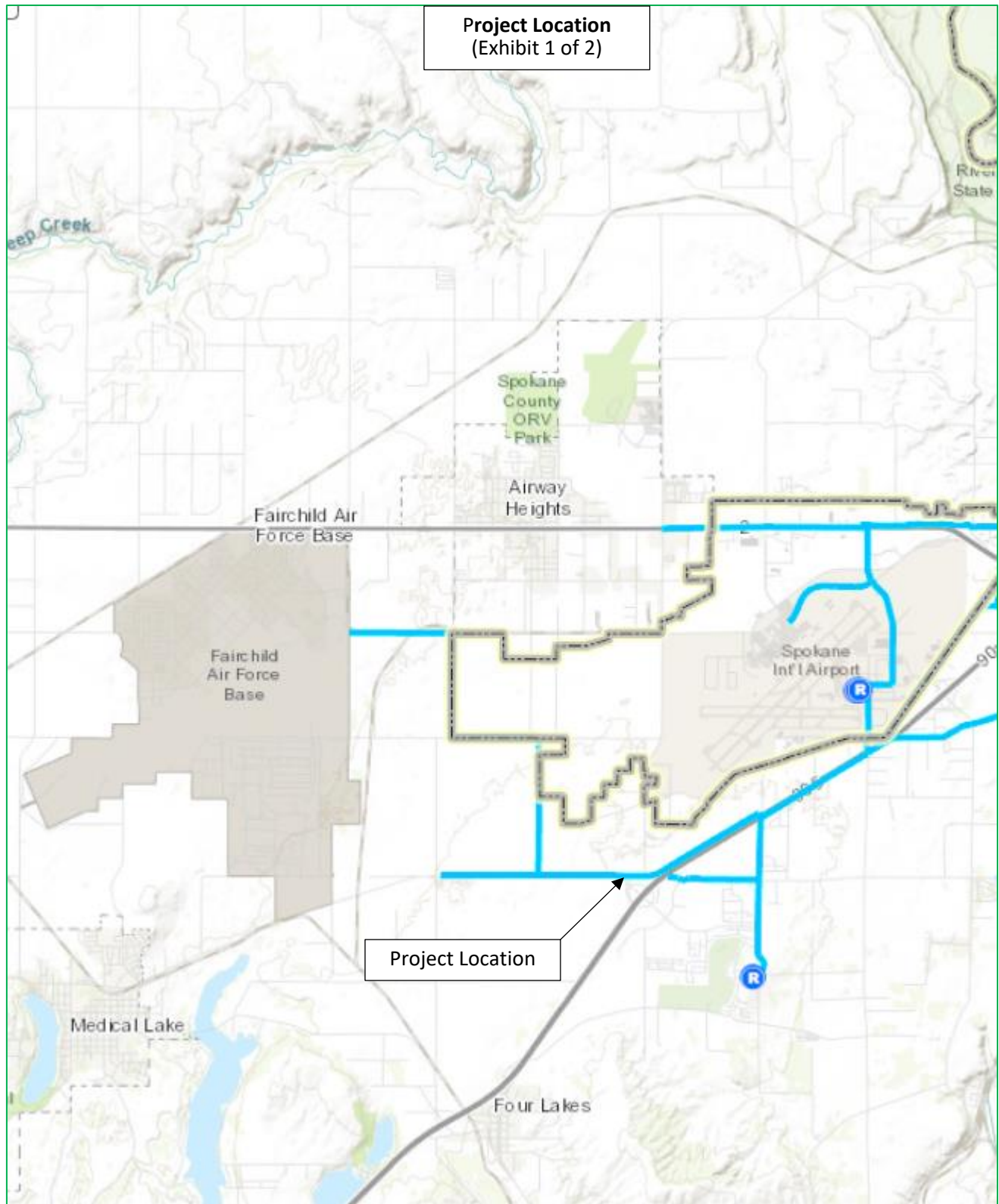


## Briefing Paper

### Urban Experience

<b>Division &amp; Department:</b>	Public Works, Engineering
<b>Subject:</b>	Hwy 902 Water Transmission Relocation
<b>Date:</b>	4-12-21
<b>Contact (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> 625-6391)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of construction contract
<b>Background/History:</b> <ul style="list-style-type: none"> <li>The City installed the 36" main on Hwy 902 (Medical Lake Hwy) in 2008 as a redundant source of supply for FAFB. Since that time, Medical Lake has connected to this main as an emergency intertie.</li> <li>DOT recently installed two roundabouts at this location as shown on the exhibits below. One of those roundabout sits atop the 36" transmission main.</li> </ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>DOT believes it would be difficult to detour traffic around the roundabout in the event the water department, at some future date, needed to make repairs to that portion of the water main in the roundabout. DOT is therefore willing to pay to reroute the 36" main to the north of the roundabout.</li> <li>At the same time, the City proposes to install a parallel 12" distribution main since the cost of installing this main at the same time as the 36" will be less than as a standalone project later.</li> <li>This 12" distribution main serves parcels within the city's retail water service area, within the UGA and within the West Plains PDA.</li> <li>Construction is planned for 2021.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

**Project Location**  
(Exhibit 1 of 2)



**Project Location**  
(Exhibit 2 of 2)

Water main re-route  
Dashed light blue is 36" T-main  
Dashed dark blue is 12" distribution





## Briefing Paper

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Ordinance strengthening source of income discrimination prohibitions to include emergency relief rental assistance
<b>Date:</b>	April 2, 2021
<b>Author (email &amp; phone):</b>	Brian McClatchey, Director of Policy and Government Relations ( <a href="mailto:bmcclatchey@spokanecity.org">bmcclatchey@spokanecity.org</a> ) (509) 625-6210
<b>City Council Sponsor:</b>	Council President Breean Beggs
<b>Executive Sponsor:</b>	None
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan Policy H 1.6 (Fair Housing): promote compliance with fair housing laws.
<b>Strategic Initiative:</b>	Available Housing; Our Most Vulnerable; Safer Community.
<b>Deadline:</b>	N/A
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Improvement to source of income discrimination prohibition to include emergency relief funds, such as COVID-19-related housing and rental assistance payments
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) None	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: No operational changes required Known challenges/barriers: N/A	

**ORDINANCE NO. C-\_\_\_\_\_**

An ordinance strengthening Spokane's anti-discrimination law by specifying that source-of-income discrimination include income from emergency assistance funds and updating definitions accordingly; amending sections 18.01.030 and 18.03.010 of the Spokane Municipal Code; and declaring an emergency.

**WHEREAS**, the COVID-19 pandemic and associated economic disruption has put many renters in Spokane in dire circumstances, as job losses and reductions in hours have been occurring for the better part of a year; and

**WHEREAS**, although there are currently federal, state, and local eviction moratoria in place, these protective measures will end; and

**WHEREAS**, federal and state rental assistance funds have been and are continuing to be disbursed to and on behalf of tenants, and those tenants need the security that if and when those funds are paid to their landlords, the landlords will accept such payments as full payment of rent, without regard to the source of the payments; and

**WHEREAS**, the best way to prevent people from entering homelessness is to keep them housed; and

**WHEREAS**, unless we take immediate action, Spokane may see a flood of evictions in the near future when the eviction moratoria come to an end, which could exacerbate the current crisis of homelessness in Spokane.

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

**Section 1.** That section 18.01.030 of the Spokane Municipal Code is amended to read as follows:

**Section 18.01.030 Definitions**

- A. "Commission" means the Spokane Human Rights Commission.
- B. "Data management protocols" means the procedures governing how data collected by surveillance equipment will be retained, stored, indexed, and accessed. Information comprising data management protocols includes, at a minimum, the information required in SMC 18.04.020.
- C. "Disability" means the presence of a sensory, mental, or physical impairment that, whether temporary or permanent, common or uncommon, mitigated or unmitigated, a limitation or not on the ability to work generally or work at a particular job, or a limitation or not on the ability to engage in any other activity within the scope of this Title 18:
  - 1. is medically cognizable or diagnosable; or
  - 2. exists as a record or history; or

3. is perceived to exist whether or not it exists in fact.
  4. For the purposes of reasonable accommodation in employment, an impairment must be known or shown through an interactive process to exist in fact and:
    - a. The impairment must have a substantially limiting effect upon the individual's ability to perform his or her job, the individual's ability to apply or be considered for a job, or the individual's access to equal benefits, privileges, or terms or conditions of employment; or
    - b. The employee must have put the employer on notice of the existence of an impairment, and medical documentation must establish a reasonable likelihood that engaging in job functions without an accommodation would aggravate the impairment to the extent that it would create a substantially limiting effect.
  5. For purposes of this definition, a limitation is not substantial if it has only a trivial effect.
  6. For purposes of housing, a "reasonable accommodation" is an adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, where there is an identifiable relationship or nexus between the requested accommodation and the person's disability.
- D. "Discrimination" means different or unequal treatment because of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, disability, the use of a guide dog or service animal, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. "Discriminate" means to treat differently or unequally because of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. For purposes of this definition, it is discriminatory to fail to offer reasonable accommodation in housing or employment to an otherwise qualified applicant or employee with a disability, absent a showing that the accommodation would impose an undue hardship.
- E. "Dog guide" means a dog that is specifically trained for the purpose of guiding persons who are blind or a dog trained for the purpose of assisting persons with disabilities.
- F. "Domestic Violence Victim Status" means a family or household member, as defined in RCW 10.99.020(3), who has been subjected to domestic violence as defined in RCW 10.99.020(5) or who is a victim of sexual assault as defined in RCW 70.125.030.
- G. "Employee" means an individual who works for wages, salary or commission, or a combination thereof, in the service of an employer, but does not include a person

employed by a parent, grandparent, brother, sister, spouse or child. The term includes an individual who is seeking or applying for employment. This definition does not include independent contractors.

- H. “Employer” means any person acting in the interest of an employer, directly or indirectly, who employs employees within the City, or who solicits individuals within the City to apply for employment within the City, including the City of Spokane and all its boards, commissions and authorities.
- I. “Entities under common ownership” means two or more legal entities, such as corporations, limited liability companies, partnerships, and the like which are: owned by the same person(s); in which the same person(s) serve as officers and/or directors; or the majority of one of which is owned by one or more of the others. For example, if a single person owns controlling interests in several limited liability companies, all of those limited liability companies are entities under common ownership.
- J. “Family with children status” means one or more individuals who have not attained the age of eighteen years being domiciled with a parent or another person having legal custody of such individual or individuals, or with the designee of such parent or other person having such legal custody, with the written permission of such parent or other person. Families with children status also applies to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen years.
- K. “Federally-recognized tribe” means an entity listed on the Department of the Interior’s list under the Federally Recognized Indian Tribe List Act of 1994, which the Secretary currently acknowledges as an Indian tribe and with which the United States maintains a government-to-government relationship.
- L. “Gender Identity” means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.
- M. “Housing choice or other subsidy program” means, without limitation: (i) any short or long term federal, state or local government, private nonprofit, or other assistance program in which a tenant’s rent is paid either partially by the program (either by direct payments to the tenant or through a direct arrangement between the program and the owner or lessor of the real property), ((and)) whether paid partially by the tenant or completely by the program; or (ii) HUD-Veteran Affairs Supportive Housing (VASH) vouchers, Housing and Essential Needs (HEN) funds, and short-term rental assistance provided by Rapid Rehousing subsidies((-)), and (iii) rental assistance of any kind made in response to any type of housing emergency, such as federal, state, or local COVID-19-related relief funds, disaster relief funds, or any other type of emergency relief funds which can be used for rental assistance payments.
- N. “Impairment” includes, without limitation, any:
  - 1. physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech

organs, cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin and endocrine; or

2. mental, developmental, traumatic, or psychological disorder, including but not limited to cognitive limitation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
- O. "Income" means lawful, verifiable income derived from all sources, including without limitation wages, salaries or other compensation for employment; Social Security benefits; supplemental security income; unemployment benefits; retirement programs; child support; payments from the Aged, Blind or Disabled Cash Assistance Program; Refugee Cash Assistance; any federal, state, local government, private, or nonprofit-administered benefit program, including without limitation payments from any housing choice or other subsidy program as defined in this chapter; financial aid for college students; and per capita payments or distributions received from a federally-recognized tribe.
- P. "Labor organization" means an organization which is constituted for the purpose, in whole or in part, of collective bargaining or for dealing with an employer concerning grievances, terms or conditions of employment, or for other mutual aid or protection in connection with an employer.
- Q. "Marital status" means the status of being married, single, separated, divorced or widowed.
- R. "National origin" includes ancestry.
- S. "Operational protocols" means the procedures governing how and when surveillance equipment may be used and by whom and includes, at a minimum, the information required in SMC 18.04.010.
- T. "Person" includes:
1. A natural individual, partnership, association, organization, corporation, cooperative, legal representative, trustee and receiver, and any group of persons acting in concert;
  2. an owner, lessee, proprietor, manager, agent or employee, of a person, whether consisting of one or more natural persons;
  3. entities under common ownership; and
  4. any political or civil subdivisions of the City and any agency or instrumentality of the City or of any political or civil subdivision thereof.

This definition does not include the federal government or any federally-recognized tribe.

- U. "Place of public resort, accommodation, assemblage or amusement" includes, but is not limited to, any place, licensed or unlicensed, kept for gain, hire or reward, or where charges are made for admission, service, occupancy, or use of any property or facilities, whether conducted for the entertainment, housing, or lodging of transient guests, or for the benefit, use, or accommodation of those seeking health, recreation, or rest, or for the burial or other disposition of human remains, or for the sale of goods, merchandise, services, or personal property, or for the rendering of personal services, or for public conveyance or transportation on land, water or in the air, including the stations and terminals thereof and the garaging of vehicles,



or where food or beverages of any kind are sold for consumption on the premises, or where public amusement, entertainment, sports, or recreation of any kind is offered with or without charge, or where medical service or care is made available, or where the public gathers, congregates, or assembles for amusement, recreation, or public purposes, or public halls, public elevators, and public washrooms of buildings and structures occupied by two or more tenants, or by the owner and one or more tenants, or any public library or educational institution, or schools of special instruction, or nursery schools, or day care centers or children's camps, provided that nothing contained in this definition shall be construed to include or apply to any institute, bona fide club, or place of accommodation, which is by its nature distinctly private, including fraternal organizations, though where public use is permitted that use shall be covered by this section; nor shall anything contained in this definition apply to any educational facility, columbarium, crematory, mausoleum, or cemetery operated or maintained by a bona fide religious or sectarian institution.

- V. "Profiling" means actions of the Spokane Police Department, its members, or officers commissioned by the Spokane Police Department to rely on actual or perceived race, religion, national origin, color, creed, age, citizenship status, immigration status, refugee status, gender, sexual orientation, gender identity, disability, socio-economic status, housing status, or membership in any protected class under federal, state or local law as the determinative factor in initiating law enforcement action against an individual, rather than an individual's behavior or other information or circumstances that links a person or persons to suspected unlawful activity.
- W. "Refugee status" means the status of a person who, under the provisions of 8 USC 1101(a)(42), is outside a country of that person's nationality or, in the case of a person having no nationality, is outside any country in which that person last habitually resided, and who is unable or unwilling to return to, and is unable or unwilling to avail himself or herself of the protection of, that country because of persecution or a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group, or political opinion.
- X. "Service animal" means an animal that is trained for the purposes of assisting or accommodating a person with a disability.
- Y. "Sex" means gender.
- Z. "Sexual orientation" means heterosexuality, homosexuality, bisexuality and gender expression or identity. As used in this definition, "gender expression or identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.
- AA. "Surveillance equipment" means equipment capable of capturing or recording data, including images, videos, photographs or audio operated by or at the direction of a City department that may deliberately or inadvertently capture activities of individuals on public or private property, regardless of whether "masking" or other technology might be used to obscure or prevent the equipment from capturing certain views. "Surveillance equipment" includes drones or

unmanned aircraft and any attached equipment used to collect data. “Surveillance equipment” does not include the following equipment which are in use by the City of Spokane as of March 1, 2017:

1. handheld or body-worn devices (e.g., “bodycams”) used by law enforcement;
2. cameras installed in or on a police vehicle (e.g., “dashcams”);
3. cameras installed in or on any City-owned vehicle, including without limitation fire trucks, emergency vehicles, utility vehicles and street maintenance vehicles, which are intended to ensure the safe operation of the vehicle;
4. cameras installed along a public right-of-way to record traffic patterns and/or traffic violations;
5. cameras intended to record activity inside or at the entrances to City buildings for security purposes; or
6. cameras installed to monitor and protect the physical integrity of City infrastructure, including without limitation fire stations and utility service facilities.

**Section 2.** That section 18.03.010 of the Spokane Municipal Code is amended to read as follows:

**Section 18.03.010 Prohibited Practices**

- A. It is a violation of this chapter for any person to discriminate by:
1. refusing to sell, lease, rent or otherwise make available any offered real property;
  2. expelling a purchaser, lessee or renter from any real property;
  3. altering the price, terms, conditions or privileges relating to the sale, rental, lease or occupancy of real property, or in the furnishing of any facilities or services in connection with real property;
  4. attempting to discourage the sale, rental or lease of any real property to a purchaser, lessee or renter;
  5. publishing, circulating, issuing or displaying, or causing to be published, circulated, issued or displayed, any communication, notice, advertisement or sign of any kind relating to the sale, rental or lease of real property which indicates any preference, limitation or specification with respect thereto;
  6. assisting, inducing, compelling or coercing another person to commit an act or engage in a practice that violates this subsection;
  7. coercing, intimidating, threatening or interfering with any person in the exercise or enjoyment of, or on account of having aided or encouraged any other person in the exercise of, any right granted or protected by this subsection((-));
  8. refusing to rent to an applicant due to the source of the applicant’s income or because the applicant is the recipient of or is eligible for any form of housing choice or other subsidy program;

9. refusing to accept rental payments made or offered from any housing choice or subsidy program from, or on behalf of, a tenant;
  10. refusing to accept payment for rent because of the source of the income from which the payment is made;
  11. refusing to participate in or comply with all terms and conditions of any housing choice or subsidy program for which a tenant applies or receives funds, benefits, or under which payments are made on behalf of the tenant, or is eligible to receive such funds, benefits, or payments; or
  12. evicting a tenant for non-payment of rent when rental payment is made or offered from any housing choice or subsidy program.
- B. No person whose business includes engaging in residential real estate related transactions may discriminate in making available or in the terms and conditions of such a transaction. "Residential real estate related transaction" means the making or purchasing of loans or providing other financial assistance for purchasing, construction, improving, repairing or maintaining a dwelling or securing residential real estate, or the selling, brokering or appraising of residential real property.
- C. No real estate licensee may accept or retain a listing of real property for sale, lease or rental with an understanding that a purchaser may be discriminated against with respect to the sale, rental or lease.
- D. No person may for profit induce or attempt to induce any other person to sell or rent any dwelling by representations regarding entry or prospective entry into the neighborhood of a person or person of a particular race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, or the presence of any sensory, mental or physical disability as defined by the American with Disabilities Act and/or the Washington State Law Against Discrimination, Chapter 49.60 RCW.

**Section 2.** That this ordinance is necessary for the immediate preservation of the public peace, health, or safety or for the immediate support of City government and its existing public institutions , and will therefore be effective immediately upon passage by a vote of one more than a majority of the City Council, pursuant to Section 19(A) of the Spokane City Charter.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

DRAFT

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Business and Development — Planning Services
<b>Subject:</b>	Shoreline Master Program Periodic Review of SMC 17E.060
<b>Date:</b>	April 19, 2021
<b>Author (email &amp; phone):</b>	Amanda Beck; <a href="mailto:abeck@spokanecity.org">abeck@spokanecity.org</a> ; 509-625-6414
<b>City Council Sponsor:</b>	CM Lori Kinnear
<b>Executive Sponsor:</b>	Louis Meuler, Planning Director
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	RCW 90.58, WAC 173-26, WAC 173-27, Shaping Spokane Comprehensive Plan Chapter 14, and City Council 2019 Strategic Plan.
<b>Strategic Initiative:</b>	Urban Experience - River Connection; Innovative Infrastructure - Resiliency; Safe and Healthy - Beautification.
<b>Deadline:</b>	June 30, 2021
<b>Outcome:</b>	Mandated periodic review of the Shoreline Master Program (SMP) Spokane Municipal Code 17E.060.

### **Background and History:**

The Washington Shoreline Management Act (SMA) (RCW 90.58) requires periodic review of the Shoreline Master Program, which requires amending Chapter 17E.060, Shoreline Regulations.

- The SMA requires each SMP be reviewed on an eight-year schedule established by the Legislature.
- Spokane's shoreline jurisdiction includes Spokane River and Latah Creek; their associated wetlands and floodplains; and land within the 200-foot buffer zone of these waterbodies.
- The City received a \$33,000 grant from Ecology to complete this Periodic Review.
- **The City is scheduled to complete the grant work and text amendment by June 30, 2021.**

The Shoreline Master Program Periodic Review will achieve the following goals:

- Comply with Dept. of Ecology applicable laws and guidelines;
- Be consistent with the Comprehensive Plan and City development regulations;
- Respond to changed circumstances, new information, or improved data; and
- Allow appropriate use and enjoyment of shorelines while protecting shoreline ecosystems.

### **Executive Summary:**

The Shoreline Master Program Periodic Review is state mandated and proposed amendments focus on compliance with state legislative changes. The proposed amendments have been through review with Ecology, internal staff, neighboring jurisdictions, and partner agencies. The Plan Commission held a public hearing on the item on February 24, 2021 and recommends approval of the amendments. This item was last at Urban Experience on February 8, 2021.

### **Budget Impact:**

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

Other budget impacts: Not applicable

### **Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: City Council legislative action → Dept. of Ecology final approval.

Known challenges/barriers: None.

**Background/History (cont.):**

This Periodic Review will **not** re-evaluate the ecological baseline that was established as part of the last Shoreline Master Program update in 2011, nor will it change shoreline jurisdiction or environment designations, or result in changes to the Comprehensive Plan.

Planning Services utilized the Joint State-Local 30-day Public Comment Period and Joint Public Hearing permitted under WAC 173-26-104. This allows for a shorter timeline overall to complete Ecology review and legislative approvals.

The public engagement process entailed:

- Urban Experience Committee briefing on March 9, 2020
- Community Assembly briefed November 5, 2020
- Notice of Intent to Adopt sent to Dept. of Commerce November 6, 2020
- Two virtual public open houses held via Webex on December 1, 2020
- Joint State-Local 30-day Public Comment Period published in the Spokesman Review on December 23, 2020 and January 5, 2021, emailed to distribution lists of agencies and parties of interest, and coordinated with separate notification by the Dept. of Ecology.
- Joint State-Local 30-day Public Comment Period ran from January 5 – February 5, 2021.
- SEPA comment period ended January 19, 2021. No comments.
- Plan Commission briefed January 13 and 21, 2021
- Urban Experience Committee briefed February 8, 2021
- Public notice for Joint Public Hearing published in the Spokesman Review on February 10 and 17, 2021
- Plan Commission public hearing February 24, 2021; recommended approval of proposed amendments.

Following City Council legislative action, staff must coordinate with the Dept. of Ecology for the state's final approval of the amendments to complete the grant deliverables, due by June 30, 2021.

**Attachments:**

- Draft Ordinance
- Draft ECY Period Review Checklist
- February 24 Plan Commission Findings of Fact, Conclusions, and Recommendations

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE relating to the Shoreline Master Program Periodic Review overseen by the Washington State Department of Ecology; amending the Spokane Municipal Code (SMC) Chapter 17A.020 Definitions, sections 17A.020.040 and 17A.020.060; and various portions of Chapter 17E.060 Shoreline Regulations, sections 17E.060.110, 17E.060.150, 17E.060.290, 17E.060.300, 17E.060.340, 17E.060.690, 17E.060.770, 17E.060.790, 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and 17E.060.380.

WHEREAS, the Shoreline Master Program (SMP) Periodic Review is state mandated and led by the City of Spokane in close collaboration with the Department of Ecology (Ecology). This periodic review is narrowly focused to achieve City SMP compliance with changes to state legislation concerning Shorelines; and

WHEREAS, authority for the Periodic Review is based on Washington's Shoreline Management Act (Ch. 90.58 RCW) and related rules. These amendments were developed by the City to comply with WAC 173-26-090, which requires all local governments to review their SMPs on an eight-year schedule set in state law and to revise it if necessary; and

WHEREAS, the periodic review ensures the SMP keeps up with changes in state laws, changes in other local jurisdictions' plans and regulations, and other changed circumstances. This periodic review does not re-evaluate the ecological baseline established as part of the 2011 SMP Update; change shoreline jurisdiction or environment designations; or result in changes to the comprehensive plan; and

WHEREAS, this action is categorically exempt from the State Environmental Policy Act (SEPA) RCW 43.21 as stated in Washington Administrative Code (WAC) Procedural Actions 197-11-800(19)(a)(b); and

WHEREAS, the City SMP was reviewed against Ecology's Periodic Review checklist as required, and analysis submitted to Ecology, necessary amendments were identified. A Draft Amendment Proposal incorporating the necessary amendments was prepared, shared with agencies for review, and made available for public review on the Planning and Development Services website at <https://my.spokanecity.org/projects/shoreline-master-program-periodic-update/>; and

WHEREAS, information on the Periodic Review was presented to the public, neighboring jurisdictions, and partner agencies in two virtual Open House sessions via Webex on December 1, 2020; and

WHEREAS, the City elected to use the optional Joint Review Process to combine the local and Ecology comment periods and public hearing, as allowed under WAC 173-26-104; and

Spokane Municipal Code Amendment

Sections 17A.020.040, 17A.020.060, 17E.060.110, 17E.060.150, 17E.060.290, 17E.060.300, 17E.060.340, 17E.060.690, 17E.060.770, 17E.060.790, 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and 17E.060.380

WHEREAS, a notice of Joint Public Comment Period and Public Hearing with Ecology and the City of Spokane was published in the Spokesman-Review December 23 and January 5; the comment period commenced January 5 - February 5, 2021 and all comments were recorded, responded to, and provided to Ecology. Ecology provided separate notification to interested Tribal, State, and Federal entities; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2019 (b) Spokane is not one of the nine jurisdictions with shoreline permitting for Dredged Material Management Program sites and 2019 (c) Spokane has no marine appellation waters; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2017(d), 2017 (e), 2017(f), 2017(g), 2017(h), 2017(i), and 2017(j) as these items are codified in Spokane Municipal Code chapter 17E, consistent with state law, or not required local amendments as active state policy; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2016(a) as SMC 17E.060.300 incorporates ADA compliance RCW 90.58 by reference, and 2016(b) with critical areas updates 2014; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2015(a) is an optional amendment and not included in this action; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2014(a) is not applicable to City of Spokane as SMC 17E.060.570(F) prohibits over-water residences; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2012(a) as SMP appeal procedures follow RCW 90.58 as amended; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2011(a) SMC 17E.070.030 outlines the requirement for wetland delineation to use the Federal Manual for Identifying and Delineating Jurisdictional Wetlands; 2011(b) is not applicable to City of Spokane as no saltwater shorelines exist in the jurisdiction; 2011(c) SMC 17E.060.570 prohibits over-water residences; 2011(d) SMC 17E.060.380 identifies and regulates non-conforming structures consistent with state law; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2010(a) SMC 17E.060.170 includes RCW 90.58 and associated WACS by reference - all provision for critical areas that area not consistent with RCW and WAC are void; and



WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2009(a) the City of Spokane does not include this optional provision which is available without adoption; 2009(b) SMC 17E.070.140 allows wetland mitigation banking consistent with state rules; and 2009(c) moratoria procedures are not required to be included in the SMP and the RCW itself is relied upon; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2007(a) SMC 17A.020.060 adopts the associated RCW definition of floodway by reference; 2007(b) Shoreline lists and maps are included in SMC 17E.060.060, no new shorelines with state jurisdiction are present; and 2007(c) SMC 17E.060.300 includes, by reference, the exemptions provided under WAC 173.27.040; and

WHEREAS, prior to the Plan Commission hearing, staff requested comments from agencies and departments and the required public notices were published in the Spokesman Review on February 10 and 17, 2021; and

WHEREAS, following a public hearing, the Plan Commission recommended approval of a number of text amendments to the SMP, following the procedures set forth in SMC 17G.025.010; and

WHEREAS, the City Plan Commission held a public hearing on February 24, 2021 to obtain public comments on the proposed SMP Periodic Review; and

WHEREAS, the Plan Commission reviewed all public testimony received during the public hearings and made appropriate changes to the draft SMP amendments during its deliberations; and

WHEREAS, consistent with SMC 17G.025.010, the Plan Commission found (i) that the proposed SMP amendments are consistent with applicable provisions of the City of Spokane Comprehensive Plan, and (ii) that the proposed SMP amendments bear a substantial relation to public health, safety, welfare, and protection of the environment; and

WHEREAS, the Plan Commission's Findings of Fact, Conclusions, and Recommendations Regarding the Shoreline Master Program (SMP) Periodic Review, together with the Plan Commission's entire files relating to the same, are hereby incorporated into this ordinance; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its amendments to the Spokane Municipal Code as cited.

Now, Therefore, The City of Spokane does ordain:

Section 1. That SMC section 17A.020.040 is amended to read as follows:

## **17A.020.040 Administration; Definitions; “D” Definitions.**

### Section 17A.020.040 “D” Definitions

**A. Day.**

A calendar day. A time period expressed in a number of days is computed by excluding the first day and including the last day. When an act to be done requires a City business day, and the last day by which the act may be done is not a City business day, then the last day to act is the following business day.

**B. Debris Flow.**

Slow moving, sediment gravity flow composed of large rock fragments and soil supported and carried by a mud-water mixture.

**C. Debris Slide.**

A shallow landslide within rock debris with the slide usually occurring within a relatively narrow zone.

**D. “Decibel (dB)” means the measure of sound pressure or intensity.**

**E. Dedication.**

The deliberate appropriation of land, or an easement therein, by its owner for any general and public uses, reserving to the owner no rights other than those that are compatible with the full exercise and enjoyment of the public uses for which the property has been devoted, and accepted for such use by or on behalf of the public. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a final plat, short plat, or binding site plan showing the dedication thereon or by dedication deed to the City. The acceptance by the public shall be evidenced by the approval of such plat, short plat, binding site plan, or at the City’s option, by the City recording such dedication deed with the Spokane County auditor.

**F. Degraded Wetland.**

A wetland altered through impairment of some physical or chemical property which results in reduction of one or more wetland functions and values.

**G. Demolition or Partial Demolition.**

The destruction, removal, or relocation, in whole or in part, of a building or structure or a significant feature of a building or structure that is of important historical character. Demolition (or partial demolition) does not include the removal of past additions for the express purpose of restoration of a structure to its historic appearance, form, or function. Demolition (or partial demolition) does not include the destruction or removal of portions of a building or structure that are not significant to defining its historic character. This exclusion is valid so long as the demolition is done as part of a design review application approved pursuant to chapter 17C.040 SMC.

**H. Density.**

The number of housing units per acre as permitted by the zoning code.

**I. Denuded.**

Land that has had the natural vegetative cover or other cover removed leaving the soil exposed to mechanical and chemical weathering.

- J. Department.  
Any of the departments of engineering services, planning services, fire department, or parks and recreation for which responsibility has been assigned by charter or code for administration.
- K. Design Departure.  
Any change that is sought to modify or waive a design requirement (R) or waive a design presumption (P) contained within the design standards. The design departure process is found in chapter 17G.030 SMC, Design Departures.
- L. Design ((~~Guidelines~~)) Criteria.  
A set of design parameters for development which apply within a design district, sub-district, or overlay zone. The ((~~guidelines~~)) provisions are adopted public statements of intent and are used to evaluate the acceptability of a project's design.
- M. Design Review Board.  
The design review board is defined in chapter 4.13 SMC. The design review board was previously named design review committee. Any reference to design review committee is the same as a reference to the design review board.
- N. Designation.  
The declaration of a building, district, object, site, or structure as a landmark or historic district.
- O. Desired Character.  
The preferred and envisioned character (usually of an area) based on the purpose statement or character statement of the base zone, overlay zone, or plan district. It also includes the preferred and envisioned character based on any adopted subarea plans or design ((~~guidelines~~)) criteria for an area.
- P. Detailed Site Plan.  
A general site plan to which the following detailed information has been added:
1. Natural vegetation, landscaping, and open spaces.
  2. Ingress, egress, circulation, parking areas, and walkways.
  3. Utility services.
  4. Lighting.
  5. Signs.
  6. Flood plains, waterways, wetlands, and drainage.
  7. Berms, buffers, and screening devices; and
  8. Such other elements as required in this chapter.
- Q. Developable Area.  
Land outside of a critical area and associated buffer including wetlands, fish and wildlife habitat conservation areas, riparian habitat area, landslide areas, steep slope areas, floodplain, floodway, shallow flooding, channel migration zone, and associated buffers, or any other restricted area on a particular piece of property.
- R. Development.  
Any proposed land use, zoning, or rezoning, comprehensive plan amendment, annexation, subdivision, short subdivision, planned unit development, planned area development, conditional use permit, special use permit, shoreline development permit, or any other property development action permitted or regulated by the Spokane Municipal Code.

S. Development – Shoreline.

“Development” for shoreline regulations shall be defined by WAC 173-27-030(6) as amended to read “Development” means a use consisting of the construction or exterior alteration of structures; dredging; drilling; dumping; filling; removal of any sand, gravel, or minerals; bulkheading; driving of piling; placing of obstructions; or any project of a permanent or temporary nature which interferes with the normal public use of the surface of the waters overlying lands subject to the act at any stage of water level. "Development" does not include dismantling or removing structures if there is no other associated development or redevelopment.

((§)) T. Development Activity – Floodplain.

Any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

((⌘)) U. Development Approval.

Any recommendation or approval for development required or permitted by this code.

((⌘)) V. Development Codes.

The state-adopted codes, boiler and pressure vessel, building, electrical, elevator, fire, mechanical, plumbing, and related publications adopted by the City, along with other provisions of this code that relate to private access to, use and obstruction of public right-of-way, and engineering standards that relate to private construction of public utilities and facilities.

((¥)) W. Development Permit.

Any permit issued by the City authorizing construction, including a building permit, conditional use permit, substantial development permit, or other permit required by the City.

((⌘)) X. Development Plan, Site.

The final site plan that accompanied a recommendation or approval for development permitted by this code and that may identify standards for bulk and location of activities, infrastructure and utilities specific to the development.

((×)) Y. Dike.

An artificial embankment placed at a stream mouth or delta area to hold back sea water for purposes of creating and/or protecting arable land from flooding.

((¥)) Z. Direct Impact.

An impact upon public facilities that has been identified as a direct consequence or result of a proposed development.

((Z)) AA. Directional.

Any of the four basic compass directions, abbreviated as follows: N, S, E, W, SE, NE, SW, NW shall also be considered as a directional. A directional is placed in front of the root roadway name.

((AA)) AB. Directional Sign.

See SMC 17C.240.015.

((AB)) AC. Director.

The administrative official of the department responsible for compliance with this code, the development codes, and the land use codes. These include the director of building services, director of engineering services, and the director of planning services.

((AG)) AD. Discharge (n).

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means runoff, excluding offsite flows, leaving a proposed development through overland flow, built conveyance systems, or infiltration facilities.

((AD)) AE. Discharge (v).

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means any disposal, injection, dumping, spilling, pumping, emitting, emptying, leaching, or placing of any material so that such material enters and exits from the MS4 or from any other publicly owned or operated drainage system that conveys storm water. The term includes other verb forms, where applicable.

((AE)) AF. Discharger.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means any person that discharges to the City's MS4 or any other publicly owned or operated drainage system that conveys, manages, or disposes of stormwater flows.

((AF)) AG. District.

A geographically definable area, urban or rural, small or large, possessing a significant concentration, linkage, or continuity of buildings, objects, sites, and/or structures united by past events or aesthetically by plan or physical development.

((AG)) AH. Disturbance Area.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means an area where soils are exposed or disturbed by development, both existing and proposed. The disturbance area includes staging and storage areas, structures, and areas needed for vehicle access and maneuvering.

((AH)) AI. Dock.

All platform structures or anchored devices in or floating upon water bodies to provide moorage for pleasure craft or landing for water-dependent recreation.

((AI)) AJ. Documented Habitat.

Habitat classified by state or federal agencies as critical to the survival of endangered or threatened or sensitive animal, fish, or plant species.

((AJ)) AK. Domestic Animal.

1. Large Domestic Animals.

- a. Animals including, but not limited to, horses, donkeys, burros, llamas, alpacas, bovines, goats, sheep, swine, and other animals or livestock of similar size and type.
- b. Young of horses, mules, donkeys, burros, and llamas under one year in age.
- c. Bovines under ten months in age.
- d. Sheep, goats, and swine under three months in age are not included when counting large animals.

2. Small Domestic Animals.

- a. Fowl including, but not limited to, chickens, guinea hens, geese, ducks, turkeys, pigeons, and other fowl not listed or otherwise defined.
- b. Mink, chinchilla, nutria, gnawing animals in general, and other animals of similar size and type.
- c. Small livestock are defined as:
  - i. swine- breeds include miniature Vietnamese, Chinese or oriental pot-bellied pigs (*sus scrofa vittatus*),
  - ii. other small pig breeds such as Kunekune, Choctaw, and Guinea hogs,
  - iii. all breeds of goats excluding mature large meat breeds such as Boers, and
  - iv. all breeds of sheep excluding mature large meat breeds such as Suffolk or Hampshire sheep.
  - v. No horned rams shall be permitted as a small livestock.
  - vi. Under no circumstance shall a small livestock exceed thirty-six inches shoulder height or one hundred and fifty pounds in weight.
- d. Young small animals, livestock or fowl under three months in age are not included when counting small animal, livestock or fowl.

~~((AK))~~ AL. Drainage Ditch.

An artificially created watercourse constructed to drain surface or ground water. Ditches are graded (man-made), channels installed to collect and convey runoff from fields and roadways. Ditches may include irrigation ditches, waste ways, drains, outfalls, operational spillways, channels, stormwater runoff facilities, or other wholly artificial watercourses, except those that directly result from the modification to a natural watercourse. Ditches channels that support fish are considered to be streams.

~~((AL))~~ AM. Dredge Spoil.

The material removed by dredging.

~~((AM))~~ AN. Dredging.

The removal, displacement, and disposal of unconsolidated earth material such as silt, sand, gravel, or other submerged material from the bottom of water bodies; maintenance dredging and other support activities are included in this definition.

~~((AN))~~ AO. Drift Cell.

Or "drift sector" or "littoral cell" means a particular reach of marine shore in which littoral drift may occur without significant interruption and which contains any natural sources of such drift and also accretion shore forms created by such drift.

~~((AQ))~~ AP. Driveway.

An all-weather surface driveway structure as shown in the standard plans.

~~((AP))~~ AQ. Duplex.

A building that contains two primary dwelling units on one lot. The units must share a common wall or common floor/ceiling.

((AQ)) AR. Dwelling Unit.

A building, or a portion of a building, that has independent living facilities including provisions for sleeping, cooking, and sanitation, and that is designed for residential occupancy by a group of people. Buildings with more than one set of cooking facilities are considered to contain multiple dwelling units unless the additional cooking facilities are clearly accessory, such as an outdoor grill.

Section 2. That SMC section 17A.020.060 is amended to read as follows:

**17A.020.060 Administration; Definitions; “F” Definitions.**

Section 17A.020.060 “F” Definitions

A. Facade.

All the wall planes of a structure as seen from one side or view. For example, the front facade of a building would include all of the wall area that would be shown on the front elevation of the building plans.

B. Facade Easement.

A use interest, as opposed to an ownership interest, in the property of another. The easement is granted by the owner to the City or County and restricts the owner’s exercise of the general and natural rights of the property on which the easement lies. The purpose of the easement is the continued preservation of significant exterior features of a structure.

C. Facility and Service Provider.

The department, district, or agency responsible for providing the specific concurrency facility.

D. Factory-built Structure.

1. “Factory-built housing” is any structure designed primarily for human occupancy, other than a mobile home, the structure or any room of which is either entirely or substantially prefabricated or assembled at a place other than a building site.]
2. “Factory-built commercial structure” is a structure designed or used for human habitation or human occupancy for industrial, educational, assembly, professional, or commercial purposes, the structure or any room of which is either entirely or substantially prefabricated or assembled at a place other than a building site.

E. Fair Market Value.

The open market bid price for conducting the work, using the equipment and facilities, and purchase of the goods, services, and materials necessary to accomplish the development. This would normally equate to the cost of hiring a contractor to undertake the development from start to finish, including the cost of labor, materials, equipment and facility usage, transportation and contractor overhead, and profit. The fair market value of the development shall include the fair market value of any donated, contributed, or found labor, equipment, or materials.

F. Fascia Sign.

See SMC 17C.240.015.

G. Feasible (Shoreline Master Program).

1. For the purpose of the shoreline master program, means that an action, such as a development project, mitigation, or preservation requirement, meets all of the following conditions:
  - a. The action can be accomplished with technologies and methods that have been used in the past in similar circumstances, or studies or tests have demonstrated in similar circumstances that such approaches are currently available and likely to achieve the intended results;
  - b. The action provides a reasonable likelihood of achieving its intended purpose; and
  - c. The action does not physically preclude achieving the project's primary intended legal use.
2. In cases where these guidelines require certain actions, unless they are infeasible, the burden of proving infeasibility is on the applicant.
3. In determining an action's infeasibility, the reviewing agency may weigh the action's relative public costs and public benefits, considered in the short- and long-term time frames.

H. Feature.

To give special prominence to.

I. Feeder Bluff.

Or "erosional bluff" means any bluff (or cliff) experiencing periodic erosion from waves, sliding, or slumping, and/or whose eroded sand or gravel material is naturally transported (littoral drift) via a driftway to an accretion shoreform; these natural sources of beach material are limited and vital for the long-term stability of driftways and accretion shoreforms.

J. Fill.

The addition of soil, sand, rock, gravel, sediment, earth retaining structure, or other material to an area waterward of the ordinary high-water mark in wetlands, or on shorelands in a manner that raises the elevation or creates dry land.

K. Financial Guarantee.

A secure method, in a form and in an amount both of which are acceptable to the city attorney, providing for and securing to the City the actual construction and installation of any improvements required in connection with plat and/or building permit approval within a period specified by the City, and/or securing to the City the successful operation of the improvements for two years after the City's final inspection and acceptance of such improvements. There are two types of financial guarantees under chapter 17D.020 SMC, Financial Guarantees: Performance guarantee and performance/warranty retainer.

L. Fish Habitat.

A complex of physical, chemical, and biological conditions that provide the life-supporting and reproductive needs of a species or life stage of fish. Although the habitat requirements of a species depend on its age and activity, the basic



components of fish habitat in rivers, streams, ponds, lakes, estuaries, marine waters, and near-shore areas include, but are not limited to, the following:

1. Clean water and appropriate temperatures for spawning, rearing, and holding.
2. Adequate water depth and velocity for migrating, spawning, rearing, and holding, including off-channel habitat.
3. Abundance of bank and in-stream structures to provide hiding and resting areas and stabilize stream banks and beds.
4. Appropriate substrates for spawning and embryonic development. For stream- and lake-dwelling fishes, substrates range from sands and gravel to rooted vegetation or submerged rocks and logs. Generally, substrates must be relatively stable and free of silts or fine sand.
5. Presence of riparian vegetation as defined in this program. Riparian vegetation creates a transition zone, which provides shade and food sources of aquatic and terrestrial insects for fish.
6. Unimpeded passage (i.e., due to suitable gradient and lack of barriers) for upstream and downstream migrating juveniles and adults.

M. Flag.

See SMC 17C.240.015.

N. Float.

A floating platform similar to a dock that is anchored or attached to pilings.

O. Flood Insurance Rate Map or FIRM.

The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the City.

P. Flood Insurance Study (FIS).

The official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Boundary-Floodway Map, and the water surface elevation of the base flood.

Q. Flood or Flooding.

A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland waters; or
2. The unusual and rapid accumulation of runoff of surface waters from any source.

R. Flood-proofing.

Structural provisions, changes, adjustments, or a combination thereof, to buildings, structures, and works in areas subject to flooding in order to reduce or eliminate the damages from flooding to such development and its contents, as well as related water supplies and utility facilities.

S. Floodway.

~~((The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. As defined under Section 90.58.030 RCW, or as amended.))~~ The area, as identified in the shoreline master

program, that either: (a) has been established in federal emergency management agency flood insurance rate maps or floodway maps; or (b) consists of those portions of a river valley lying streamward from the outer limits of a watercourse upon which flood waters are carried during periods of flooding that occur with reasonable regularity, although not necessarily annually, said floodway being identified, under normal condition, by changes in surface soil conditions or changes in types or quality of vegetative ground cover condition, topography, or other indicators of flooding that occurs with reasonable regularity, although not necessarily annually. Regardless of the method used to identify the floodway, the floodway shall not include those lands that can reasonably be expected to be protected from flood waters by flood control devices maintained by or maintained under license from the federal government, the state, or a political subdivision of the state.

T. Floor Area.

The total floor area of the portion of a building that is above ground. Floor area is measured from the exterior faces of a building or structure. Floor area does not include the following:

1. Areas where the elevation of the floor is four feet or more below the lowest elevation of an adjacent right-of way.
2. Roof area, including roof top parking.
3. Roof top mechanical equipment.
4. Attic area with a ceiling height less than six feet nine inches.
5. Porches, exterior balconies, or other similar areas, unless they are enclosed by walls that are more than forty-two inches in height, for fifty percent or more of their perimeter; and
6. In residential zones, FAR does not include mechanical structures, uncovered horizontal structures, covered accessory structures, attached accessory structures (without living space), detached accessory structures (without living space).

U. Floor Area Ratio (FAR).

The amount of floor area in relation to the amount of site area, expressed in square feet. For example, a floor area ratio of two to one means two square feet of floor area for every one square foot of site area.

V. Focused Growth Area.

Includes mixed-use district centers, neighborhood centers, and employment centers.

W. Frame Effect.

A visual effect on an electronic message sign applied to a single frame to transition from one message to the next. This term shall include, but not be limited to scrolling, fade, and dissolve. This term shall not include flashing.

X. Freestanding Sign.

See SMC 17C.240.015.

Y. Frontage.

The full length of a plot of land or a building measured alongside the road on to which the plot or building fronts. In the case of contiguous buildings individual frontages are usually measured to the middle of any party wall.

Section 3. That SMC section 17E.060.110 is amended to read as follows:

**17E.060.110 Environmental Standards; Shoreline Regulations; Article II. Administration: Part II. Administrative Authority and Legal Provisions; Shoreline Master Program Amendments.**

Section 17E.060.110 Shoreline Master Program Amendments

- A. The City may initiate an amendment to these shoreline regulations according to the procedures prescribed in ((WAC 173-26-090 to WAC 173-26-160)) WAC 173-26.
- B. The City shall conduct a public hearing in accordance with chapter 17G.020 SMC on any amendment proposed.
- C. Any person or agency may conduct an amendment to the SMP consistent with both chapter 17G.020 SMC and WAC 173-26.

Section 4. That SMC section 17E.060.150 is amended to read as follows:

**17E.060.150 Environmental Standards; Shoreline Regulations; Article II. Administration: Part II. Administrative Authority and Legal Provisions; Reference to Plans, Regulations, or Information Sources.**

Section 17E.060.150 Reference to Plans, Regulations, or Information Sources

Where the shoreline regulations reference any RCW, WAC, or other local, state, or federal law or regulation, or ((any)) source of information, the most recent adopted amendment or adopted current edition shall apply.

Section 5. That SMC section 17E.060.290 is amended to read as follows:

**17E.060.290 Environmental Standards; Shoreline Regulations; Article IV. Shoreline Permits and Exemptions; Shoreline Substantial Development Permit.**

Section 17E.060.290 Shoreline Substantial Development Permit

A. Purpose.

To ensure that substantial development within the shoreline area is accomplished in a manner that protects the shoreline ecology consistent with the comprehensive plan and the Shoreline Management Act, this section establishes criteria for determining the process and conditions under which a shoreline substantial development permit may be acted upon by the director.

- B. A shoreline substantial development permit is subject to the specific review procedure established in chapter 17G.060 SMC, Land Use Application Procedures, and the conditions which may be imposed to assure compliance with all applicable regulations. A request for a shoreline substantial development permit use may be disapproved if the director finds the shoreline development is inconsistent with these shoreline regulations, the comprehensive plan or the Shoreline Management Act.
- C. No use, modification, or development, except for those listed in SMC 17E.060.300, Use, Modifications, and Developments Exempt or Excepted from Shoreline Substantial Development Permit Requirement, shall be undertaken in the shoreline jurisdiction without first obtaining a shoreline substantial development permit from the director. Substantial developments include any development with which the total cost or fair market value, whichever is higher, does exceed (~~((five-thousand-seven-hundred-eighteen-dollars-or))~~) seven thousand forty seven dollars (\$7,047) or the adjusted amount per WAC 173-27-040, or if such development does materially interfere with the normal public use of the water or shorelines of the state. The dollar threshold established in this subsection must be adjusted for inflation by the office of financial management every five years, beginning July 1, 2007, based upon changes in the consumer price index during that time period. The office of financial management must calculate the new dollar threshold and transmit it to the office of the code reviser for publication in the *Washington State Register* at least one month before the new dollar threshold is to take effect. For the purposes of determining whether or not a permit is required, the total cost or fair market value shall be based on the value of use, modification, or development that is occurring on shorelines of the state as defined in RCW 90.58.030(2)(c). The total cost or fair market value of the development shall include the fair market value of any donated, contributed or found labor, equipment or materials.
- D. Where a substantial development is proposed which would be partly within and partly outside of the shoreline jurisdiction, a shoreline substantial development permit shall be required for the entire development.
- E. An application for a shoreline substantial development permit for a limited utility extension or for the construction of a bulkhead or other measures to protect a single-family residence and its appurtenant structures from shoreline erosion shall be subject to all of the requirements of these shoreline regulations and shall follow the time period for public comment in SMC 17G.060.130, Public Comment Period. For purposes of this section, a limited utility extension means the extension of a utility service that:
1. is categorically exempt under chapter 43.21C RCW for one or more of the following: Natural gas, electricity, telephone, water, or sewer;
  2. will serve an existing use in compliance with these shoreline regulations; and
  3. will not extend more than two thousand five hundred linear feet within the shoreline jurisdiction.

Section 6. That SMC section 17E.060.300 is amended to read as follows:

**17E.060.300 Environmental Standards; Shoreline Regulations; Article IV. Shoreline Permits and Exemptions; Uses, Modifications, and Developments Exempt from Shoreline Substantial Development Permit Requirement.**

Section 17E.060.300 Uses, Modifications, and Developments Exempt or Excepted from Shoreline Substantial Development Permit Requirement

A. Application and Interpretation of Exemptions.

1. Exemptions shall be construed narrowly. Only those uses, modifications, or developments that meet the precise terms of one or more of the listed exemptions may be exempt from the shoreline substantial development permit process.
2. An exemption from the shoreline substantial development permit process is not an exemption from compliance with the Shoreline Management Act or provisions of these shoreline regulations, or from any other regulatory requirements. To be authorized, all uses, modifications, and developments must be consistent with the policies and regulations of the entire SMP and the Act.
3. Pursuant to WAC 173-27-160, a use, modification, or development that is listed as a shoreline conditional use pursuant to these shoreline regulations or is an unlisted use, must obtain a shoreline conditional use permit even though the use, modification, or development does not require a shoreline substantial development permit.
4. When a use, modification, or development is proposed that does not comply with the bulk, dimensional and performance standards of these shoreline regulations, such use, modification, or development can only be authorized by approval of a shoreline variance pursuant to SMC 17E.060.330, Shoreline Variance Permit, and SMC 17E.060.340, Procedures.
5. The burden of proof that a development or use is exempt from the permit process is on the applicant.
6. If any part of a proposed use, modification, or development is not eligible for exemption, then a shoreline substantial development permit is required for the entire proposed project.
7. All permits or statements of exemption issued for a use, modification, or development within the shoreline jurisdiction shall include written findings approved by the director, including compliance with bulk and dimensional standards and policies and regulations of the entire SMP. The director may attach conditions to the approval of exempt uses, modifications, or developments as necessary to assure consistency of the project with the Act and these shoreline regulations.
8. The department of ecology must approve all exemptions requiring permits from the U.S. Army Corps of Engineers section 10 permit under the Rivers

and Harbors Act, and any project involving a section 404 permit under the Clean Water Act.

9. Use, modifications, and developments proposed within the shoreline jurisdiction may require permits from other governmental agencies other than the department of ecology.

B. Exemptions.

The following shall not be considered substantial development and are exempt from obtaining a shoreline substantial development permit from the director:

1. Any use, modification, or development of which the total cost or fair market value, whichever is higher, does not exceed ~~((five thousand dollars))~~ seven thousand forty seven dollars (\$7,047) as of September 2, 2017 or the adjusted amount per WAC 173-27-040 determined by the office of financial management periodically for inflation, if such use, modification, or development does not materially interfere with the normal public use of the water or shorelines of the state. The total cost or fair market value of the use, modification, or development shall include the fair market value of any donated, contributed, or found labor, equipment, or materials.
2. Normal maintenance or repair of existing structures or developments, including damage by accident, fire or elements. "Normal maintenance" means those usual acts to prevent a decline, lapse, or cessation from a lawfully established state comparable to its original condition, including but not limited to its size, shape, configuration, location, and external appearance, within twelve months after decay or partial destruction, except where repair causes substantial adverse effects to shoreline resources or environment. Replacement of a structure or development may be authorized as repair where such replacement is the common method of repair for the type of structure or development and the replacement structure or development is comparable to the original structure or development including but not limited to its size, shape, configuration, location and external appearance and the replacement does not cause substantial adverse effects to shoreline resources or environment.
3. Construction of the normal protective bulkhead common to single-family residences. A "normal protective bulkhead" means those structural and nonstructural developments installed at or near, and parallel to, the ordinary high-water mark for the sole purpose of protecting an existing single-family residence and appurtenant structures from loss or damage by erosion. A normal protective bulkhead is not exempt if constructed for the purpose of creating dry land. When a vertical wall is being constructed or reconstructed, not more than one cubic yard of fill per one foot of wall may be used as backfill. When an existing bulkhead is being repaired by construction of a vertical wall fronting the existing wall, it shall be constructed no further waterward of the existing bulkhead than is necessary for construction of new footings. When a bulkhead has deteriorated such that an ordinary high-water mark has been established by the presence and action of water landward of the bulkhead, then the replacement bulkhead

must be located at or near the actual ordinary high-water mark. Beach nourishment and bioengineered erosion control projects may be considered a normal protective bulkhead when any structural elements are consistent with the above requirements and when the project has been approved by the State department of fish and wildlife.

4. Emergency construction necessary to protect property from damage by the elements. An emergency means an unanticipated and imminent threat to public health, safety or the environment which requires immediate action within a time too short to allow full compliance with these shoreline regulations. Emergency construction does not include development of new permanent protective structures where none previously existed. Where new protective structures are deemed by the director to be the appropriate means to address the emergency situation, upon abatement of the emergency situation the new structure shall be removed or any permit which would have been required, absent an emergency, pursuant to chapter 90.58 RCW or these shoreline regulations shall be obtained. All emergency construction shall be consistent with the policies of chapter 90.58 RCW and the entire SMP. As a general matter, flooding or other seasonal events that can be anticipated and may occur but that are not imminent are not an emergency.
5. Construction and practices normal or necessary to maintain existing farming and irrigation activities, including agricultural service roads and utilities in the Latah Creek shoreline jurisdiction presently zoned for agricultural use.
6. Construction or modification, by or under the authority of the coast guard or a designated port management authority, of navigational aids such as channel markers and anchor buoys.
7. Construction on shorelands by an owner, lessee, or contract purchaser of a single-family residence for their own use or for the use of their family, which residence does not exceed a height of thirty-five feet above average grade level and which meets all requirements of the state agency having jurisdiction thereof or the City of Spokane, other than requirements imposed pursuant to chapter 90.58 RCW. "Single-family residence" means a detached dwelling designed for and occupied by one family including those structures and developments within a contiguous ownership which are normal appurtenance. An "appurtenance" is necessarily connected to the use and enjoyment of a single-family residence and is located landward of the ordinary high-water mark and the perimeter of a wetland. On a statewide basis, normal appurtenances include a garage, deck, driveway, utilities, fences, and grading which does not exceed two hundred fifty cubic yards and which does not involve placement of fill in any wetland or waterward of the ordinary high-water mark. Construction authorized under this exemption shall be located landward of the ordinary high-water mark.
8. Construction of a dock, including a community dock, designed for pleasure craft only, for the private noncommercial use of the owner, lessee, or

contract purchaser of single-family and multiple-family residences. A dock is a landing and moorage facility for watercraft and does not include recreational decks, storage facilities, or other appurtenances. ~~((The fair market value of the dock shall not exceed ten thousand dollars, but if subsequent construction having a fair market value exceeding two thousand five hundred dollars occurs within five years of a completion of the prior construction, the subsequent construction shall be considered a substantial development for the purpose of these shoreline regulations.))~~

This exemption applies if either:

- a. In fresh waters the fair market value of the dock does not exceed:
  1. Twenty-two thousand five hundred dollars (\$22,500) for docks that are constructed to replace existing docks, are of equal or lesser square footage than the existing dock being replaced;  
or
  2. Eleven thousand two hundred (\$11,200) dollars for all other docks constructed in fresh waters.

However, if subsequent construction occurs within five years of completion of the prior construction, and the combined fair market value of the subsequent and prior construction exceeds the amount specified above, the subsequent construction shall be considered a substantial development for the purpose of this chapter.

9. Operation, maintenance, or construction of canals, waterways, drains, reservoirs, or other facilities that now exist or are hereafter created or developed as a part of an irrigation system for the primary purpose of making use of system waters, including return flow and artificially stored groundwater for the irrigation of lands.
10. The marking of property lines or corners on state-owned lands, when such marking does not significantly interfere with normal public use of the surface of the water.
11. Operation and maintenance of any system of dikes, ditches, drains, or other public facilities existing on September 8, 1975, which were created, developed, or utilized primarily as a part of an agricultural drainage or diking system.
12. Any project with a certification from the governor pursuant to chapter 80.50 RCW.
13. Site exploration and investigation activities that are prerequisite to preparation of an application for development authorization under these shoreline regulations if:
  - a. the activity does not interfere with the normal public use of the surface waters;
  - b. the activity will have no significant adverse impact on the environment, including but not limited to fish, wildlife, fish or wildlife habitat, water quality, and aesthetic values;
  - c. the activity does not involve the installation of any structure and, upon the completion of the activity, the vegetation and land



- configuration of the site are restored to conditions existing before the activity;
  - d. a private entity seeking development authorization under this section first posts a performance bond or provides other evidence of financial responsibility to the City of Spokane to ensure that the site will be restored to preexisting conditions; and
  - e. the activity is not subject to the permit requirements of RCW 90.58.550.
14. The process of removing or controlling aquatic noxious weeds, as defined in RCW 17.26.020, through the use of an herbicide or other treatment methods applicable to weed control that are recommended by a final environmental impact statement published by the department of agriculture or the department of ecology jointly with other state agencies under chapter 43.21C RCW.
  15. Watershed restoration projects as defined in chapter 17A.020 SMC and RCW 89.08.460. The City of Spokane shall review the projects for consistency with these shoreline regulations pursuant to procedures in chapter 17G.060 SMC. No fee may be charged for accepting and processing requests for exemption for watershed restoration projects as used in this section.
  16. A public or private project that is designed to improve fish or wildlife habitat or fish passage when all of the following apply:
    - a. The project has been approved in writing by the department of fish and wildlife.
    - b. The project has received hydraulic project approval (HPA) by the department of fish and wildlife pursuant to chapter 77.55 RCW; and
    - c. The City of Spokane has determined that the project is substantially consistent with these shoreline regulations. The City shall make such determination and provide it by letter to the project proponent.
  17. All other uses, modifications, and developments exempted by WAC 173-27-040.

#### C. Exceptions

Developments not required to obtain shoreline permits or local reviews. Requirements to obtain a Substantial Development Permit, Conditional Use Permit, Variance, letter of exemption, or other review to implement the Shoreline Management Act do not apply to the following:

1. Remedial actions. Pursuant to RCW 90.58.355, any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order issued pursuant to chapter 70.105D RCW, or to the department of ecology when it conducts a remedial action under chapter 70.105D RCW.
2. Boatyard improvements to meet NPDES permit requirements. Pursuant to RCW 90.58.355, any person installing site improvements for storm water treatment in an existing boatyard facility to meet requirements of a national pollutant discharge elimination system storm water general permit.

3. WSDOT facility maintenance and safety improvements. Pursuant to RCW 90.58.356, Washington State Department of Transportation projects and activities meeting the conditions of RCW 90.58.356 are not required to obtain a Substantial Development Permit, Conditional Use Permit, Variance, letter of exemption, or other local review.
4. Projects consistent with an environmental excellence program agreement pursuant to RCW 90.58.045.
5. Projects authorized through the Energy Facility Site Evaluation Council process, pursuant to chapter 80.50 RCW.

Section 7. That SMC section 17E.060.340 is repealed as follows:

**17E.060.340 Environmental Standards; Shoreline Regulations; Article IV. Shoreline Permits and Exemptions; Shoreline Design Review.**

~~((Title 17E Environmental Standards  
Chapter 17E.060 Shoreline Regulations  
Article IV. Shoreline Permits and Exemptions  
Section 17E.060.340 Shoreline Design Review~~

~~A. Design Review Board Process.~~

~~The following are subject to the design review board process. Shoreline design review is subject to the procedures established in chapter 17G.030 SMC, chapter 17G.040 SMC, and SMC 17G.060.060.~~

- ~~1. Shoreline development by a public agency.~~
- ~~2. Shoreline development on public property.~~
- ~~3. Shoreline development requiring a shoreline conditional use permit.~~
- ~~4. Other types of shoreline permits may also require review by the design review board at the request of the director.~~

~~B. Administrative Design Review.~~

~~Projects not included in subsection (A) above shall follow procedures for design standards administration in SMC 17E.060.800-))~~

Section 8. That SMC section 17E.060.690 is amended to read as follows:

**17E.060.690 Environmental Standards; Shoreline Regulations; Article VI. Environment Designations and Requirements for Modifications and Uses in Specific Environments: Part II. Modifications and Uses in Specific Environments; Shoreline Primary Use.**

Section 17E.060.690 Shoreline Primary Use

- A. In addition to this section, shoreline uses are subject to the regulations in Article V, Part I, General Requirements for Shoreline Use.

- B. Refer to SMC 17E.060.300 for uses and activities that are exempt from obtaining a shoreline substantial development permit. An exemption from the shoreline substantial development permit process is not an exemption from compliance with the Shoreline Management Act or provisions of these Shoreline Regulations, or from any other regulatory requirements. To be authorized, all uses and activities must be consistent with the policies and regulations of the entire SMP and the Act.
- C. To be permitted in the Shoreline Jurisdiction, a use must be permitted in both the shoreline environment and the underlying zone in which it is located.
- D. Uses not listed in Table 17E.060-4 or Title 17C may only be authorized as a conditional use.
- E. Legend for Table 17E.060-4:
  - 1. Permitted Uses – “P”

Uses permitted are listed in Table 17E.060-4 with a “P”. These uses are allowed if they comply with the development standards of these Shoreline Regulations and Title 17C. A shoreline substantial development permit or an exemption from such permit is required, pursuant to SMC 17E.060.290 and SMC 17E.060.300.
  - 2. Limited Uses – “L”

Uses allowed that are subject to limitations are listed in Table 17E.060-4 with an “L”. These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards of these Shoreline Regulations and title 17C SMC. A shoreline substantial development permit or an exemption from such permit is required.
  - 3. Conditional Uses – “CU”

Uses that are allowed if approved through the shoreline conditional use review process are listed in Table 17E.06-4 with a “CU.” These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards of these Shoreline Regulations and Title 17C. Uses listed with a “CU” that also have a footnote number in the table are subject to the standards cited in the footnote.
  - 4. Uses Not Permitted – “N”

Uses listed in Table 17E.060-4 with an “N” are not permitted. Existing uses in categories listed as not permitted are subject to the standards in Chapter 17C.210 SMC, Land Use Standards Non Conforming Situations, and SMC 17E.060.380, Nonconforming Structures and Uses.

**TABLE 17E.060-04  
SHORELINE PRIMARY USES**

Use is:		Shoreline Environments					
P:	Permitted (with shoreline substantial development permit or exemption)	NE	UCE	SRE	LUE	IUE	WTPE
N:	Not permitted						
L:	Allowed, but special limitations						
CU:	Conditional use review required						
Agriculture							
Low intensity agriculture		N	L[1]/CU	N	N	N	N
High intensity agriculture		N	N	N	N	N	N
Aquaculture							
Aquaculture		N	N	N	N	N	N
Boating Facilities							
Marinas		N	N	N	N	N	N
Launch ramps for small non-motorized watercraft		CU	CU	CU	CU	N	CU
Capital Facilities and Utilities							
Maintenance of existing utilities or facilities		P	P	P	P	P	P
New construction or expansion of existing utilities or facilities		L[2]/CU	L[2]/CU	L[2]/CU	L[2]/CU	L[2]/CU	L[2]/CU
Over-water or underwater utility crossings		CU	CU	CU	CU	CU	CU
New bridges solely for pipelines		N	N	N	N	N	N
Facilities which constitute the final termination or destination of a transmission line		N	N	N	N	N	N
Expansions or upgrades of existing wastewater treatment plant facilities and accessory uses		N	N	N	N	N	CU
New wastewater treatment plant facilities and pumping stations		N	N	N	N	N	L[2]/CU
New wastewater treatment outfall infrastructure		CU	CU	CU	CU	CU	P

New wireless communication support tower	N	N	N	N	N	N
Commercial Development						
Water-dependent commercial uses	N	P	N	P	P	N
Water-related commercial uses	N	P	N	P	P	N
Water-enjoyment commercial uses	N	P	N	P	P	N
Non-water-oriented commercial uses	N	L[3]	N	L[3]	L[3]	N
Forest Practices						
Forest practices	N	N	N	N	N	N
Industrial Development						
Water-dependent industrial uses	N	CU	N	CU	CU	N
Water-related industrial uses	N	CU	N	CU	CU	N
Non-water-oriented industrial uses	N	L[4]/CU	N	L[4]/CU	L[4]/CU	N
High-impact industrial uses	N	N	N	N	N	N
Institutional						
Water-dependent institutional	CU	CU	CU	CU	CU	N
Water-related institutional	CU	CU	CU	CU	CU	N
Water-enjoyment institutional	CU	CU	CU	CU	CU	CU
Non-water-oriented institutional	L[5]/CU	L[5]/CU	L[5]/CU	L[5]/CU	L[5]/CU	N
In-stream Structures						
In-stream structures	L[6]/CU	CU	CU	CU	CU	CU
Mining						
Mining	N	N	N	N	N	N
Recreational Development						
Water-dependent recreational	CU	CU	CU	CU	CU	N
Water-related recreation	CU	CU	CU	CU	CU	<del>((N))</del> CU
Water-enjoyment recreation	L[7]/CU	CU	CU	CU	CU	CU
Non-water-oriented recreation	N	CU	CU	CU	CU	N
Residential Development						
Single-family residences	CU	P	P	P	P	N
Two-family residences	N	P	P	P	P	N
Three-family residences	N	P	P	P	P	N
Multi-family residences (4 or more dwelling units)	N	CU	CU	CU	CU	N
Accessory dwelling unit (ADU)	CU	P	P	P	P	N
Detached accessory structures	CU	P	P	P	P	N

Group living	N	CU	CU	CU	CU	N
Subdivision						
All subdivisions (including binding site plans)	L[8]/CU	CU	CU	CU	CU	N
Parking						
Commercial parking or parking facility as primary use	N	N	N	N	N	N
Parking, accessory to a permitted use	P	P	P	P	P	P
Transportation						
New streets or street expansions that are part of the City of Spokane designated regional arterial network	L[9]/CU	L[9]/CU	L[9]/CU	L[9]/CU	L[9]/CU	L[9]/CU
New local access streets or street expansions serving permitted shoreline uses	L[10]/CU	L[10]	L[10]	L[10]	L[10]	L[10]
Pedestrian and bicycle linkages to existing or planned transportation networks	L[11]/CU	P	P	P	P	P
Maintenance roads, accessory to a permitted use	P	P	P	P	P	P
Railroads and Rail Corridors						
New rail lines	L[12]/CU	L[12]/CU	L[12]/CU	L[12]/CU	L[12]/CU	L[12]/CU
Expansion of existing rail lines	P	P	P	P	P	P

Section 9. That SMC section 17E.060.770 is amended to read as follows:

**17E.060.770 Environmental Standards; Shoreline Regulations; Article VII. Shoreline Development Standards by District: Part II. Shoreline Development Standards; Visual Access Setback.**

Section 17E.060.770 Visual Access Setback

- A. Purpose.  
To preserve views of the river corridor and the scenic environment along the river from the public street system.
- B. Visual access shall be achieved by setting buildings back a minimum of fifteen feet from property lines adjacent to public rights-of-way that intersect the shoreline jurisdiction.
- C. The following shall apply in the visual access setback:
  1. No structures shall be allowed over a height of thirty-six inches; and
  2. Vegetative landscaping shall be allowed.

**TABLE 17E.060-5  
DEVELOPMENT STANDARDS<sup>[1]</sup>**

	Shoreline District Dimensional Standards				
	Downtown (Alternatives)	Campus (Alternatives)	Upriver	Great Gorge / Downriver	Latah Creek
Shoreline Buffer	See Shoreline Buffers Map and SMC 17E.060.720				
Structure Setback from Shoreline Buffer <sup>[2]</sup>	25 feet <sup>[2]</sup>	15 feet <sup>[2]</sup>			
Visual Access Setback <sup>[5]</sup>	15 feet <sup>[3]</sup>				
Maximum Width of All Structures Parallel to OHWM	70% of the width of the site generally running parallel to the OHWM <sup>[4][5]</sup>				
Maximum Lot Coverage	70% <sup>[4]</sup>				
Tall Building Design ((Guidelines)) <u>Standards</u>	Buildings over 55 feet in height also follow SMC 17C.250.030 and SMC 17C.250.040				
Maximum Structure Height by Shoreline District <sup>[6][7]</sup>					
Distance from OHWM					
0 feet - 75 feet	30 feet				
Greater than 75 feet - 100 feet	40 feet	40 feet	35 feet		
Greater than 100 feet -200 feet	Alternative 1 = 55 feet Alternative 2 = 55 feet base with a Skinny Tower - 150 feet total height (See Shoreline Tall Building Standards for Alternative 2)				
Public Access Pathway Width					
Public Access Pathway Width	Minimum of 10 feet <sup>[8]</sup>				
Notes:					
[1] Within the shoreline districts, the most restrictive development standards of both the underlying zone and the shoreline district apply.					
[2] See the shoreline buffers map to determine the buffer width within the shoreline jurisdiction.					
[3] Buildings shall be set back at least fifteen feet from property lines adjacent to public rights- of-way that intersect the shoreline district. This does not apply to structures below grade.					
[4] See SMC 17E.060.770 for exceptions.					

- [5] See SMC 17E.060.800 for pedestrian views and access for large buildings over three hundred feet.
- [6] No structures are allowed within the shoreline buffer and structure setback.
- [7] No structure shall exceed thirty-five feet above average grade level within the shoreline jurisdiction that will obstruct the view of a substantial number of residences on or adjoining such shorelines except where the SMP or underlying zoning does not prohibit such development and only when overriding considerations of the public interest will be served. See SMC 17E.060.290(Y), Physical and Visual Public Access.
- [8] Public access pathways within a shoreline buffer shall not exceed ten feet in width.

Section 10. That SMC section 17E.060.790 is amended to read as follows:

**17E.060.790 Environmental Standards; Shoreline Regulations; Article VII. Shoreline Development Standards by District: Part II. Shoreline Development Standards; Pedestrian Views and Access for Large Buildings.**

Section 17E.060.790 Pedestrian Views and Access for Large Buildings

A. Purpose.

To limit the length and mass of large buildings within the shoreline jurisdiction and to provide ground level access between the shoreline and the landward side of the building.

B. At a maximum interval of three hundred feet of structure that is generally parallel to the river, there shall be a clear visual and pedestrian penetration at the ground level from a public street to the river corridor.

The visual and pedestrian penetration shall not be less than thirty feet wide and shall meet the requirements of SMC 17E.060.290, Physical and Visual Access, and Article VIII, Design Standards ~~((and Guidelines))~~ Specific to Shoreline Districts.

Section 11. That SMC section 17E.060.800 is amended to read as follows:

**17E.060.800 Environmental Standards; Shoreline Regulations; Article VIII. Design Standards and Guidelines Specific to Shoreline Districts; Design Standards Administration.**

Section 17E.060.800 Design Standards Administration

Chapter 17E.060 Shoreline Regulations

Article VIII. Design Standards ~~((and Guidelines))~~ Specific to Shoreline Districts

Section 17E.060.800 Design Standards Administration

A. Purpose.

To help ensure that development compliments the unique and fragile character of



the shoreline through careful consideration and implementation of site development and building design concepts.

- B. The downtown, campus, and great gorge shoreline districts are subject to the shoreline design standards ~~((and guidelines))~~ in addition to the underlying design standards in Title 17C SMC. The downriver, Latah Creek, and Upriver Districts are subject to the underlying design standards in Title 17C SMC.
- C. All projects must address pertinent design standards ~~((and guidelines))~~. A determination of consistency with the standards ~~((and guidelines))~~ will be made by the director ~~((following a design review process))~~. Design standards are in the form of requirements (R), presumptions (P), and considerations (C). Regardless of which term is used, an applicant must address each ~~((guideline))~~ design criteria. An applicant may seek to deviate from eligible standards ~~((and guidelines))~~ through the design departure process pursuant to chapter 17G.030 SMC, Design Departures.

- 1. Requirements (R).

- Requirements are mandatory in that they contain language that is not discretionary, such as “shall,” “must,” and “will.” Requirements must be satisfied by any plan prior to building permit approval. An applicant may seek a deviation from certain requirements through the design departure process, chapter 17G.030 SMC. Requirements are listed with an (R) after the standard.

- 2. Presumptions (P).

- Presumptions are ~~((guidelines))~~ design criteria that are meant to be applied, but with some flexibility. Presumptions indicate that the City is open to design features that are equal to, or better than, that stated—so long as the purpose is satisfied. A submitted plan is incomplete and will be rejected if it does not demonstrate that the presumptive elements have been in some way incorporated or overcome. Presumptions are listed with a (P) after the standard.

- a. Overcoming a Presumption

- A presumption that may be unsuitable for a given project may be waived if an applicant can demonstrate to the director that there is a good reason why the presumption is inappropriate. The director may approve an alternative that achieves the intent of the presumption. At the discretion of the applicant, or in rare cases, the director may refer the permit to the design review board. A referral from the director would be in those cases where the complexity of the project and/or the cumulative impacts of deviations result in the project no longer meeting the overall intent of the design standards and the comprehensive plan.

- b. Appropriate ways to overcome a presumption include:

- i. demonstrating that for a specific project the underlying design principles will not be furthered by the application of the presumption;

- ii. showing that another design principle is enhanced by not applying the presumption;
- iii. demonstrating an alternative method for achieving the intent of the presumption; and
- iv. explaining the unique site factors that make the presumption unworkable, such as lot size and shape, slope, natural vegetation, drainage, or characteristics of adjacent development, which are identified through their use of materials, colors, building mass and form, and landscaping.

Note: Increases in the cost of development will not be an acceptable reason to waive a ~~((guideline))~~ design standard or determine that a design standard is inappropriate.

3. Considerations (C).

Design ~~((guidelines))~~ criteria listed as considerations are features and concepts that an applicant should consider in preparing a plan. Their omission is not grounds for rejecting a plan, but their inclusion or recognition is encouraged and may assist in overcoming certain presumptions and in gaining acceptance for a plan. Considerations are listed with a (C) after the standard.

Section 12. That SMC section 17E.060.810 is amended to read as follows:

**17E.060.810 Environmental Standards; Shoreline Regulations; Article VIII. Design Standards and Guidelines Specific to Shoreline Districts; Standards and Guidelines Applying to Downtown, Campus, and Great Gorge Districts.**

Section 17E.060.810 Standards and Guidelines Applying to Downtown, Campus, and Great Gorge Districts

Chapter 17E.060 Shoreline Regulations

Article VIII. Design Standards ~~((and Guidelines))~~ Specific to Shoreline Districts

Section 17E.060.810 ~~((Standards and Guidelines))~~ Design Standards Applying to Downtown, Campus, and Great Gorge Districts

A. Shoreline Relationships.

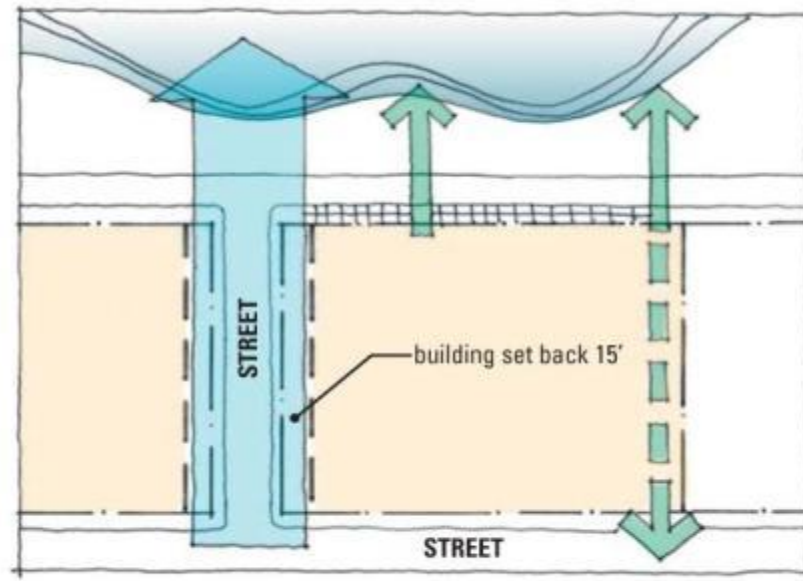
1. Public Access

a. Purpose.

To meet a basic objective of the Shoreline Management Act for public access to the shoreline.

b. When public access is required, it shall be provided pursuant to SMC 17E.060.290. (R)

c. Visual access shall be achieved by setting buildings back at least fifteen feet from property lines adjacent to public rights-of-way that intersect the shoreline jurisdiction. (R)

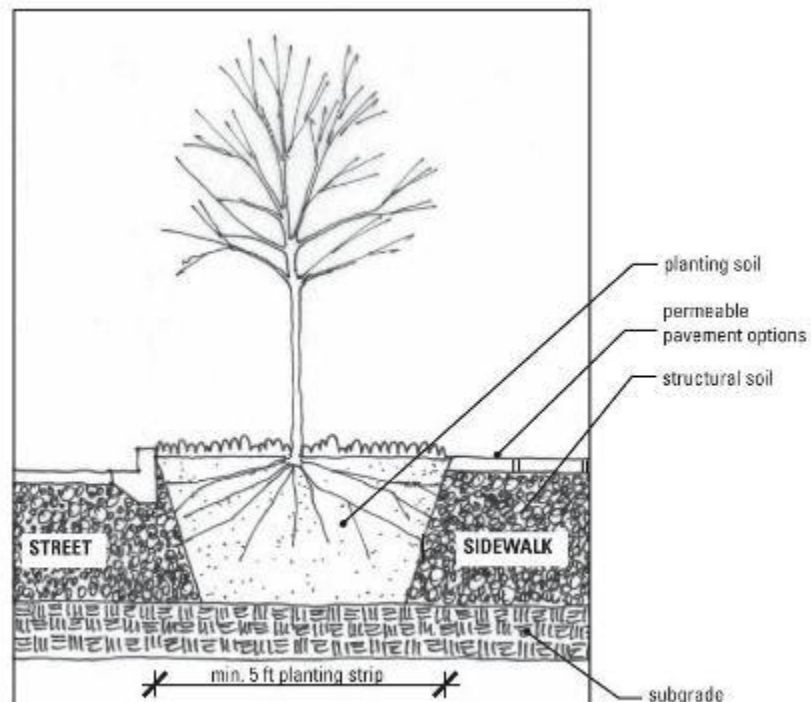


*Example showing building set back 15 ft along public r-o-w to enhance a view corridor.*

- d. A pathway connecting to the nearest public right-of-way is the preferred type of public access. (P)
- e. Physical access pathways shall be a minimum of ten feet clear width. (R)
- f. The use of pervious materials is recommended for pedestrian surfaces (including pathways and patios) to absorb stormwater run-off. Options include permeable interlocking unit pavers, porous concrete, or porous asphalt. (C)
- g. To prevent invasive weeds from colonizing along pathways in the shoreline buffer area, the design of any pathway shall include finished edges. Exposed gravel shoulders shall not be allowed in this area. Soil disturbance shall be minimized during construction and any disturbed soils shall be replanted consistent with native plant colonies in the immediate vicinity. (R)
- h. Signs shall be installed to indicate that the pathway is open to the public and the hours during which the public can access the pathway. (R)
2. Site Design.
  - a. Urban Green Streets and Urban Pathways.
    - i. Street Trees and Planting Strips.
      - A. Purpose.  
To supplement the urban forest with new trees and planting as development and redevelopment occur.
      - B. New development shall include street trees, installed in planting strips located between the curb and sidewalk.

To promote tree health in order to gain the benefits associated with trees, consider opportunities when designing streets and sidewalks to provide as much uncompacted soil as possible. Designs shall allow for positive root growth using sustainable solutions that involve innovative means of structural support for the walking surface. (R)

- C. Planting strips shall be at least five feet wide and planted with ground cover or native grasses. (R)
- D. Native trees, such as evergreens, are encouraged when adequate space is available. (C)



## ii. Urban Green Streets and Urban Pathways.

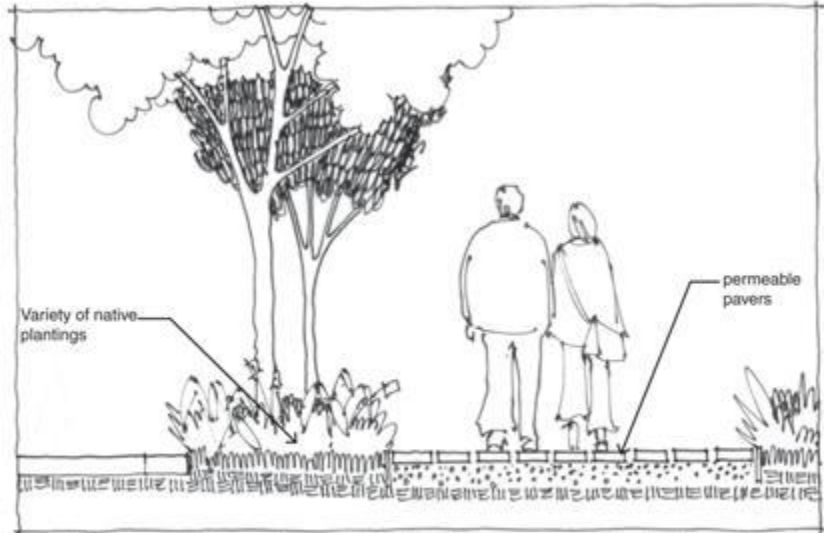
### A. Purpose.

To have streets add to the environmental quality of the shoreline environment.

- B. Streets within the shoreline jurisdiction shall be planted with a variety of trees, shrubs and ground cover. (R)
- C. Techniques for capturing and filtering stormwater runoff shall be incorporated into the design of streets, sidewalks, planting strips, and pathways. (R)
- D. Permeable pavement options are encouraged on pedestrian surfaces. These may include permeable

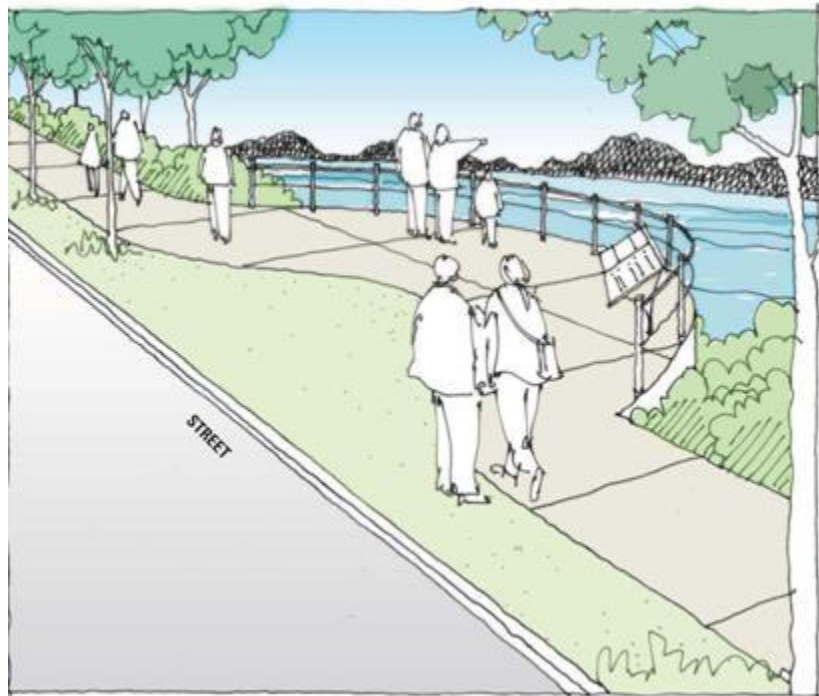
interlocking unit pavers, porous concrete, or porous asphalt. (C)

- E. Alternatives to standard curbs and planting strips are encouraged to reduce concentrated storm water flowing into landscaped areas. (C)



*Example of a "green street" incorporating a combination of ground cover, native grasses, shrubs and trees, along with permeable pavers in the sidewalk area and curbless street to aid stormwater conveyance and infiltration.*

iii. Overlooks in Public Development.



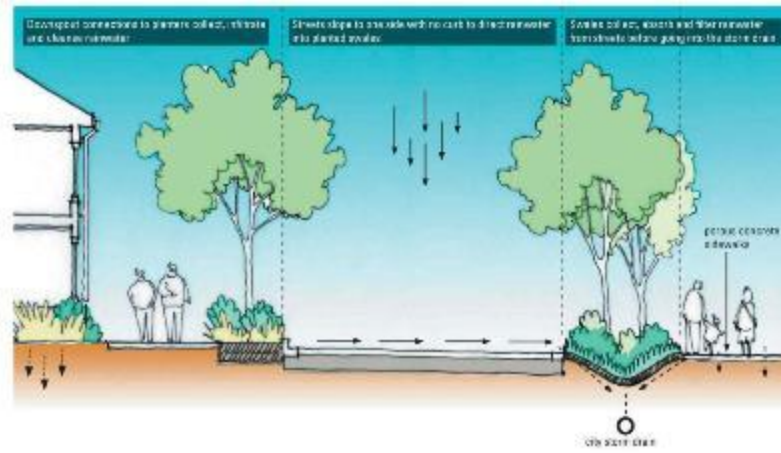
*Example of an overlook provided as an extension of the sidewalk.*

Spokane Municipal Code Amendment

Sections 17A.020.040, 17A.020.060, 17E.060.110, 17E.060.150, 17E.060.290, 17E.060.300, 17E.060.340, 17E.060.690, 17E.060.770, 17E.060.790, 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and 17E.060.380

- A. Purpose.  
To make the public aware of the rich history and environmental systems associated with the river and the shoreline.
  - B. Along streets, pathways or within public parks, overlooks should be provided where views of historic and aesthetic features or landmarks of the river are available. (C)
  - C. Methods, such as signs, should be used to describe aspects of the river, such as geology, hydrology, history, or native cultures. Interpretations can be literal (pictures and words) or symbolic (artwork, shapes, colors, inlays). (C)
- b. Overlooks in Private Development.
  - i. Purpose.  
To encourage private development to incorporate features that help people understand the setting.
  - ii. Along pathways and public spaces, overlooks should be provided where views of the river are available. (C)
  - iii. Methods should be used to describe aspects of the river, such as geology, hydrology, history, or native cultures. Interpretations can be literal (pictures and words) or symbolic (artwork, shapes, colors, inlays). (C)
- c. Best Management Practices (BMP).
  - i. Purpose.  
To encourage site design to make use of state of the art techniques.
  - ii. Site design shall reflect nationally recognized Best Management Practices with respect to paving, erosion control, infiltration and filtration, retention and detention, and surface water quality. (R)
  - iii. A shoreline construction site plan indicating how construction BMP's will be applied on shoreline sites during construction shall be required, pursuant to SMC 17E.060.260. (R)
- d. Low Impact Development (LID).
  - i. Purpose.  
To encourage site design techniques that protects the environment and water resources by considering the site's pre-existing hydrologic conditions.
  - ii. A site plan and shoreline construction site plan shall be required that indicate ways of minimizing impact on existing features, pursuant to SMC 17G.060.070 and SMC 17E.060.260. (R)
  - iii. Site design consistent with LID principles is encouraged. Examples of LID techniques include site design to retain

existing trees and vegetation, impervious surface reduction, rain gardens, retention swales, permeable paving, green roofs, rain barrels, and downspout connections to planters. (C)



Techniques for capturing and filtering stormwater runoff, including curbside streets and swales as planting strips, in the design of streets, sidewalks, and building footprints.

## B. Site Development.

### 1. Vegetation Conservation/Tree Preservation.

#### a. Purpose.

To maintain vegetative cover that holds slopes, filters run-off and provides habitat.

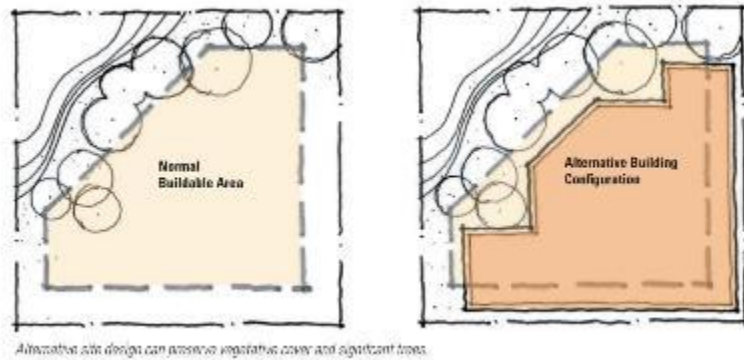
#### b. There shall be no net loss of vegetative cover within the shoreline jurisdiction. (R)

#### c. At least twenty-five percent of existing healthy “significant trees” (over six-inches in caliper) as identified by a qualified professional and shown on a shoreline construction site plan shall be retained when a site is developed. Design and construction methods shall ensure the protection and health of retained trees during construction. (R)

#### d. Within the designated shoreline buffers, native vegetation shall be preserved. Lawns shall not extend into this area. (R)

#### e. Vegetation that is removed for development purposes shall be replaced on site. Alternatively, if a qualified professional determines that is not feasible, the applicant shall contribute an amount equal to replacing the vegetation on site to a shoreline restoration fund to be used to restore identified restoration sites pursuant to the City of Spokane shoreline restoration plan. (R)





## 2. Clearing and Grading.

### a. Purpose.

To carefully control the effects of land disturbance so that the natural systems immediately adjacent to the river are protected.

### b. Site design shall identify measures to protect the shoreline buffer from disturbance both during construction and throughout occupancy. (R)

### c. Limited removal of noxious species of non-native plants shall be allowed so that native species can thrive, pursuant to SMC 17E.060.270, Vegetation Replacement Plan. (R)

### d. Altering the natural flow of water to the river shall not be allowed, except during construction to prevent the flow of sediments or chemicals into the river. (R)

## C. Building Design.

### 1. Sustainability.

#### a. Purpose.

To encourage new development to embody sustainable features.

#### b. New development within the shoreline should be designed to reflect criteria for at least LEED Certification, if not higher. (C)

### 2. Green Roofs.

#### a. Purpose.

To encourage innovative, sustainable elements in new roofs.

#### b. New commercial development should consider the appropriateness of incorporating green roof technology as a possible option to capture, retain, and filter rainwater. (C)

### 3. Building/Shoreline Compatibility.

#### a. Purpose.

To ensure building design that complements and blends with the natural character of the shoreline environment.

#### b. Buildings shall incorporate a variety of features to reduce their bulk and scale. At least two of the following shall be employed (R):

##### i. Bay windows.

##### ii. Visible roofs such as pitched, sloped, curved, angled.



- iii. Deep off-sets of facades.
- iv. Projecting elements creating shadow lines.
- v. Terraces or balconies
- c. The upper floor(s) of building shall incorporate at least one of the following features (R):
  - i. A visible roof: Pitched, sloped, peaked, curved, angled.
  - ii. A stepping back of the top floor(s) by at least five feet.
  - iii. An overhanging roof form.
  - iv. A distinct change of materials on the upper floor(s).



*Bay windows, pitched roofs, balconies and jogs in the facade help reduce the apparent bulk of a building to blend with the natural character of the shoreline environment.*

#### D. Signs.

Signs within the shoreline jurisdiction shall be regulated pursuant to chapter 17C.240 SMC. (R)

Spokane Municipal Code Amendment

Sections 17A.020.040, 17A.020.060, 17E.060.110, 17E.060.150, 17E.060.290, 17E.060.300, 17E.060.340, 17E.060.690, 17E.060.770, 17E.060.790, 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and 17E.060.380

E. Lighting – Cut-off.

1. Purpose.

To prevent glare and spillover.

2. All site lighting, including parking lot lighting, shall be directed downward, using internal or external cut-off methods and must be contained on site.  
(R)

Section 13. That SMC section 17E.060.820 is amended to read as follows:

**17E.060.820 Environmental Standards; Shoreline Regulations; Article VIII. Design Standards and Guidelines Specific to Shoreline Districts; Standards and Guidelines Specific to the Downtown District.**

Section 17E.060.820 Standards and Guidelines Specific to the Downtown District

Chapter 17E.060 Shoreline Regulations

Article VIII. Design Standards ~~((and Guidelines))~~ Specific to Shoreline Districts

Section 17E.060.820 ~~((Standards and Guidelines))~~ Design Standards Specific to the Downtown District

A. Shoreline Relationships – Human Activity.

1. Purpose.

To recognize that people's relationship to the river and anticipated uses in each district will inform the design of the built environment. Downtown is an intense urban environment where people and views of the falls create much of the interest in being there. New development along the riverfront that will facilitate desired activities is encouraged. These include shopping, dining, walking, biking, jogging, people watching, viewing the falls, and learning the stories of the river through interpretive displays.

2. Along the river, new buildings shall provide at least three of the following  
(R):

- a. Outdoor seating or opportunities for outdoor dining.
- b. Building entry from the river side.
- c. Benches along pedestrian trail.
- d. Outdoor balconies.
- e. Public plaza with seating.
- f. Public viewpoint with interpretive signs (see SMC 17E.060.810(A)(2)(a)(iii), Overlooks and Public Development, and SMC 17E.060.810(A)(2)(b), Overlooks in Private Development).
- g. Public art.

- h. Opportunities for outdoor vending such as food or bicycle rental.



**B. Streets, Sidewalks, and Trails – Pedestrian Pathways.**

**1. Purpose.**

To result in an urban pathway design reflecting the form and intensity of adjacent development, as well as a higher level of pedestrian activity.

**2. Pedestrian pathways shall be at least ten feet wide. (R)**

**3. Pedestrian pathways shall be lighted either from nearby buildings or from pedestrian-scaled fixtures. (R)**

**4. Seating should be provided at intervals. (C)**

**C. Site Design.**

**1. Landscape Character Protection.**

**a. Purpose.**

To ensure that development along the shoreline enhances the natural character of the river and falls including its geologic features and native vegetation.

**b. Parking and service areas shall be located so they are screened from views along the shoreline, from opposite shorelines, and from bridges. (R)**

**2. Pervious Plazas and Spaces.**

**a. Purpose.**

To create a system of spaces integrated with the ecological systems of the shoreline.

**b. Development shall include one or more of the following (R):**

**i. Open spaces.**

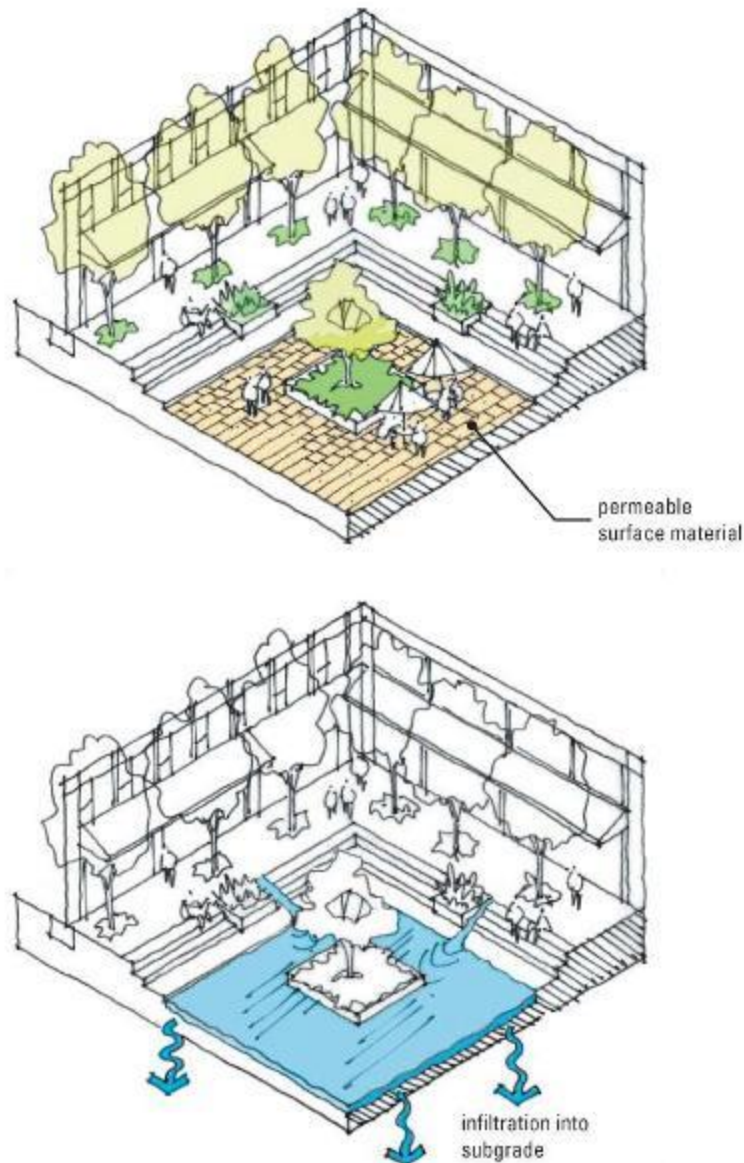
**ii. Courtyards.**

**iii. Plazas.**

**iv. Forecourts; or**

**v. Other public spaces that allow for a seamless connection between streets and various uses.**

- c. Surfacing of these spaces shall allow for the capture of rainwater and filtration into a natural cleansing system of vegetation and sub-grade materials. (R)



*Plazas can be urban amenities that function as public gathering places and serve to hold, filtrate and cleanse stormwater overflow.*

### 3. Impervious Surfaces.

#### a. Purpose.

To reduce stormwater runoff rates and volumes, while recognizing that the downtown area will have more intense development and more hard surfaces than other districts.

- b. New development shall include at least ten percent pervious surfaces. This may be accomplished by using one or a combination of the following (R):
  - i. At-grade planted areas.
  - ii. Permeable paving systems in pedestrian surfaces such as pedestrian walkways or plazas.
  - iii. Green roofs.
  - iv. Each existing significant tree (over six inches caliper and in good health) protected during design and construction may reduce the total required pervious surface requirement by one percent per tree. The required pervious surface shall not be reduced to less than five percent. For example, an applicant retaining two significant trees shall be required to provide eight percent pervious surfaces; an applicant retaining six significant trees shall be required to provide five percent pervious surfaces. Please note that all landscape requirements shall be met regardless of pervious surface requirements.
- c. Stormwater runoff from impervious surfaces shall be directed to treatment or detention areas. For non-pollution generating impervious surfaces (generally this includes most surfaces not traveled on by automobiles) this may include one or a combination of the following as approved by director of engineering services (R):
  - i. Stormwater planters.
  - ii. Tree box filters.
  - iii. Water features.
  - iv. Landscaped areas including swales or rain gardens.
  - v. Cistern for later on-site irrigation.



- vi. Other options as approved by engineering services.



*Rain gardens with native plantings integrated into an urban streetscape*

- d. Raised curbs are discouraged in parking lots so that stormwater runoff can drain naturally into City approved percolation areas rather than be directed into a concentrated flow. At grade curb alternatives to finished asphalt edges are encouraged. (C)
4. Planting Palette.
- a. Purpose.  
To protect, enhance and restore native vegetation along the shorelines, while recognizing the more urban nature of vegetation in the downtown area.
  - b. It is recognized that within downtown, there will likely be a somewhat more manicured and formal use of plantings to frame buildings, streets and spaces. However, landscape designs that rely upon lawns requiring fertilizers and herbicides, or vegetation that is highly consumptive of water should be avoided. (C)

- c. Lawns should be limited to areas where a green walking surface is necessary and desirable, in picnic areas for example. Plants should be chosen for year round interest and grouped according to their water needs for good water efficiency. Drought tolerant species and native plantings are highly encouraged. Native trees, shrubs and groundcover plants should dominate the landscape. (C)

#### D. Building Design.

##### 1. Character Related to the Setting.

###### a. Purpose.

To ensure that new buildings are complementary or visually subordinate to the natural splendor of the river and falls, including its geologic features and native vegetation.

- b. The dramatic nature of the river and the falls define the image of downtown Spokane in a way unlike any other city. Therefore, new buildings should respect the importance of this magnificent and unique centerpiece by not attempting to compete with it visually. Buildings should be designed with respect to location, form and color, so that the river continues to be the emphasis. (C)

- c. Building facades should also incorporate elements that strengthen the natural setting, such as local stone, bay windows, fine-grained articulation, lower floors that frame public spaces, surrounding vegetation. The preference is to have buildings that seem like a built extension of rock, embankments, and outcroppings. (C)

##### 2. Building Orientation.

###### a. Purpose.

To ensure that buildings along the shoreline have two public faces – one along the street, the other along the riverfront.

- b. While it is expected that buildings will be primarily oriented toward public streets, there shall also be features such as windows, secondary entries, balconies, and public spaces that are oriented to the river. (R)

##### 3. Ground Floor Animation.

###### a. Purpose.

To ensure that buildings take advantage of their unique shoreline setting and contribute to the vitality and activity of downtown.

- b. The ground floor of buildings shall incorporate a combination of at least three of the following features (R):
  - i. Windows covering more than thirty percent of the ground level façade facing the shoreline.
  - ii. Windows covering more than thirty percent of the ground level façade facing the street.
  - iii. Masonry or stone covering the ground level façade and producing a “plinth” effect.
  - iv. Ground level details such as accent lighting, decorative medallions, and canopies.

- v. Sculpture, bas relief murals, art worked into paved surfaces.
- vi. Retail uses, such as cafes and restaurants, bike rental, and brew pubs.
- vii. Publicly accessible gardens, courtyards, or plazas.



#### E. Lighting – Dark Sky.

##### 1. Purpose.

To reduce glare and spillover from lighting associated with parking lots or buildings.

2. All lighting shall be directed downwards, with cut-off designs that prevent light from being cast horizontally or upward. (R)

Section 14. That SMC section 17E.060.830 is amended to read as follows:

### **17E.060.830 Environmental Standards; Shoreline Regulations; Article VIII. Design Standards and Guidelines Specific to Shoreline Districts; Standards and Guidelines Specific to the Campus District.**

Section 17E.060.830 Standards and Guidelines Specific to the Campus District

Chapter 17E.060 Shoreline Regulations

Article VIII. Design Standards (~~and Guidelines~~) Specific to Shoreline Districts

Section 17E.060.830 (~~Standards and Guidelines~~) Design Standards Specific to the Campus District

#### A. Shoreline Relationships – Human Activity.

##### 1. Purpose.

To recognize that people's relationship to the river and anticipated uses in the Campus district will inform the design of the built environment. The Campus district is an area in which passive recreation is interwoven with academic, commercial, residential, and light industrial functions. New development along the riverfront should contribute to the campus-like setting, focus attention on the river as a community asset, and improve the natural aesthetics for recreational activities. These include rowing,



- bicycling, walking, observing birds/wildlife, and learning the stories of the river through interpretive displays.
- 2. New buildings shall provide at least two of the following waterward (R):
  - a. Outdoor seating areas.
  - b. Benches along pedestrian trail.
  - c. Outdoor balconies and decks.
  - d. Public plazas or courtyards with seating.
  - e. Public viewpoint with interpretive signs.
  - f. Public art.
- B. Streets, Sidewalks, and Trails – Pedestrian Pathways.
  - 1. Purpose.
 

To result in a pathway design reflecting the form and intensity of adjacent development, as well as the moderate level of pedestrian activity.
  - 2. Pedestrian pathways shall be at least ten feet wide. (R)
  - 3. Lighting shall be provided, either from nearby buildings or from pedestrian-scaled fixtures. (R)
  - 4. Seating should also be provided at intervals. (C)
- C. Site Design.
  - 1. Landscape Character Protection.
    - a. Purpose.
 

To protect, restore, and enhance the natural character of the river, including its geologic features and native vegetation.
    - b. Within the Campus district, it is expected that there will be a soft, more “naturalistic” approach to landscape design. Developments will be loosely arranged on the landscape, with a considerable amount of planting, including ground covers, understory, and trees. However, landscape designs that include large lawn areas requiring fertilizers and herbicides, or vegetation that is highly consumptive of water, should be avoided. (C)
    - c. Native vegetation should predominate. (C)
  - 2. Impervious Surfaces.
    - a. Purpose.
 

To recognize that the campus area will have more open development that can allow for pervious surfaces.
    - b. Development shall incorporate ways of capturing and filtering run-off so that when it reaches the river, it has been moderately cleaned. This shall be accomplished through creative designs of courtyards, greens, planting areas, parking lots, roof scuppers, and other features. New development shall achieve at least fifteen percent pervious surfaces on the site. The installation of “green roofs” can substitute for ground level treatment. (R)
  - 3. Pervious Surfaces.
    - a. Purpose.
 

To create a system of spaces integrated with the ecological systems of the shoreline.

- b. Development shall include one or more of the following (R):
      - i. Open spaces.
      - ii. Landscaped courtyards.
      - iii. Plazas.
      - iv. Greenways.
      - v. Pathways; or
      - vi. Other spaces that allow for a seamless connection between streets and various uses.
    - c. Surfacing of these spaces shall allow for the capture of rainwater and filtration into a natural cleansing system of vegetation and sub-grade materials. (R)
  - 4. Planting Palette.
    - a. Purpose.
 

To recognize the softer landscape of campus settings.
    - b. Native plant material is strongly encouraged, with non-natives being an occasional exception. Campus settings typically involve a more “natural” array of plantings, rather than a manicured or formal arrangement. However, there may be some locations where specimen trees and formal configurations of plantings are appropriate, such as framing a public space or a building entrance. (C)
  - 5. Rain Gardens.
    - a. Purpose.
 

To incorporate innovative methods of capturing and filtering run-off, as a part of the overall campus site design and landscaping.
    - b. Rain gardens should be integrated into planting strips along streets, as well as in public spaces and general landscaped areas. (C)
    - c. Rain gardens shall not be adjacent to or within parking lots if it is determined that they will harm the aquifer. (R)
- D. Building Design – Character Related to the Setting.
  - 1. Purpose.
 

To ensure that new buildings are complementary or visually subordinate to the natural splendor of the river and falls including its geologic features and native vegetation.
  - 2. Building design should not attempt to compete with the natural beauty of the river and the shoreline. Buildings should incorporate materials and colors that will be restrained and blend with native rock and vegetation. (C)
- E. Lighting – Dark Sky.
  - 1. Purpose.
 

To reduce glare and spillover from lighting associated with parking lots or buildings.
  - 2. All lighting shall be directed downwards, with cut-off designs that prevent light from being cast horizontally or upward. (R)
  - 3. Building walls shall not be washed with light, nor shall high intensity security lighting be used to flood an area with light. (R)

4. Parking lots shall be lighted with fixtures less than twenty two feet in height. Single, high masts with multiple fixtures shall not be allowed. (R)

Section 15. That SMC section 17E.060.840 is amended to read as follows:

**17E.060.840 Environmental Standards; Shoreline Regulations; Article VIII. Design Standards and Guidelines Specific to Shoreline Districts; Standards and Guidelines Specific to the Great Gorge District.**

Section 17E.060.840 Standards and Guidelines Specific to the Great Gorge District

Chapter 17E.060 Shoreline Regulations

Article VIII. Design Standards (~~(and Guidelines)~~) Specific to Shoreline Districts

Section 17E.060.840 (~~((Standards and Guidelines))~~) Design Standards Specific to the Great Gorge District

A. Shoreline Relationships – Human Activity.

1. Purpose.

To recognize that people's relationship to the river and anticipated uses in the Great Gorge district will inform the design of the built environment. The Great Gorge district is a rugged area of steep bluffs, fast water, native plants and wildlife. Passive recreational opportunities are interwoven with residential uses. New development along the riverfront that maintains the natural character of the river gorge as a backdrop for recreation activities is encouraged. These include walking, bicycling, fishing, kayaking, rafting, observing birds/wildlife, and learning the stories of the river through interpretive displays.

2. Along the river, new buildings shall provide at least two of the following (R):

- a. Outdoor seating areas.
- b. Benches along pedestrian trail.
- c. Outdoor balconies and decks.
- d. Public viewpoint with interpretive signs.
- e. Public art.

B. Streets, Sidewalks and Trails – Pedestrian Pathways.

1. Purpose.

To result in a pathway design, reflecting the mostly residential, lower intensity of adjacent development, as well as the modest level of pedestrian activity.

2. Pedestrian pathways shall be at least ten feet wide. (R)

C. Site Design.

1. Landscape Character Protection.

a. Purpose.

To protect, restore, and enhance the natural character of the river including its geologic features and native vegetation.

- b. Within the Great Gorge district, it is expected that there will be a very soft, open, informal, “naturalistic” approach to landscape design that reinforces the shoreline environment. Developments will be loosely arranged on the landscape, with a considerable amount of planting, including ground covers, understory, and trees. Landscape designs that include large lawn areas requiring fertilizers and herbicides, or vegetation that is highly consumptive of water should be avoided. (C)
  - c. Native vegetation should predominate. (C)
  - d. If buildings require exposed pilings for support on hillsides, the ground under the building shall be planted with shade tolerant plantings. Exposed soil shall not be allowed. (R)
  - e. Exposed pilings should be colored to blend with native rock and the pilings and open space should be screened by tall vegetation. (C)
- 2. Impervious Surfaces.
  - a. Purpose.
 

To recognize that the Great Gorge area will have more open development that can allow for more pervious surfaces.
  - b. Development shall incorporate ways of capturing and filtering run-off so that when it reaches the river, it has been moderately cleaned. This shall be accomplished through creative designs of courtyards, greens, planting areas, parking lots, and roof scuppers and other features. Generally, new development shall attempt to achieve at least twenty percent pervious surfaces on the site. The installation of “green roofs” can substitute for ground level treatment. (R)
- 3. Pervious Surfaces.
  - a. Purpose.
 

To create a system of spaces integrated with the ecological systems of the shoreline.
  - b. Development shall include one or more of the following (R):
    - i. Open spaces.
    - ii. Landscaped courtyards.
    - iii. Greenways.
    - iv. Pathways; or
    - v. Other spaces that allow for a seamless connection between streets and various uses.
  - c. Surfacing of these spaces shall allow for the capture of rainwater and filtration into a natural cleansing system of vegetation and sub-grade materials. (R)
- 4. Planting Palette
  - a. Purpose.
 

To recognize the dramatic natural landscape of the Great Gorge setting.
  - b. Native plant material is strongly encouraged. Non-native, ornamental trees requiring large amounts of water and maintenance are strongly discouraged. Landscape designs should reflect a “natural” array of

plantings, rather than a manicured or formal arrangement. However, there may be a few locations where specimen trees and formal configurations of plantings are appropriate, such as framing a public space or a building entrance. (C)

#### 5. Rain Gardens.

##### a. Purpose.

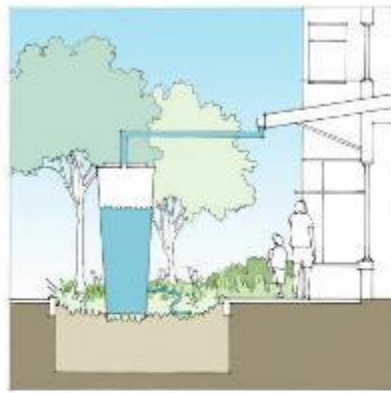
To incorporate innovative methods of capturing and filtering run-off.

##### b. Rain gardens should be integrated into planting strips along streets, as well as in exterior landscaped spaces. (C)

##### c. Rain gardens shall not be adjacent to or within parking lots if it is determined that they will harm the aquifer. (R)



*swale/raingarden*



*Cistern for on-site irrigation*



*green roof*



*permeable paving system*

#### D. Building Design – Character Related to the Setting.

##### 1. Purpose.

To ensure that new buildings are complementary or visually subordinate to the natural splendor of the river and falls, including its geologic features and native vegetation.

2. Building design should not attempt to compete with the natural beauty of the river and the shoreline. It is expected that buildings will incorporate materials and colors that will be restrained and blend with native rocks and vegetation. (C)
- E. Lighting – Dark Sky.
1. Purpose.  
To reduce glare and spillover from lighting associated with parking lots or buildings.
  2. All lighting shall be directed downwards, with cut-off designs that prevent light from being cast horizontally or upward. (R)
  3. Building walls shall not be washed with light, nor shall high intensity security lighting be used to flood an area with light. (R)
  4. Parking lots shall be lighted with fixtures less than 22 feet in height. Single, high masts with multiple fixtures shall not be allowed. (R)

Section 16. That SMC section 17E.060.380 is amended to read as follows:

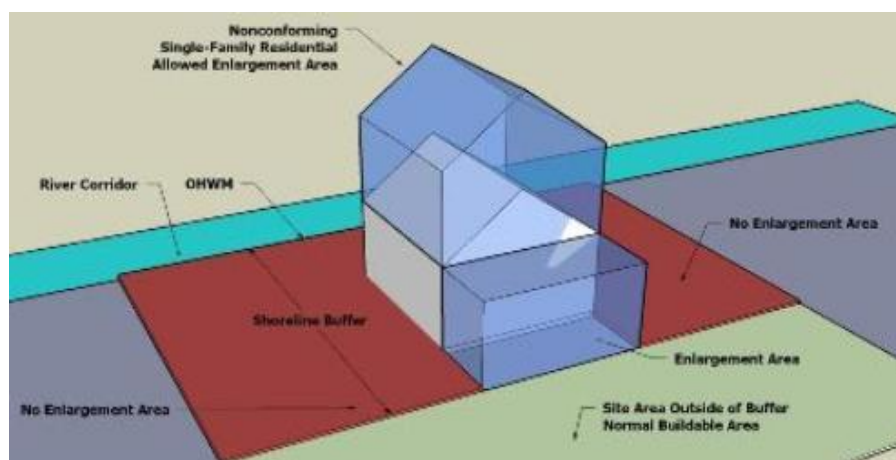
**17E.060.380 Environmental Standards; Shoreline Regulations; Article V. General Requirements for Shoreline Use and Modifications: Part III. Nonconforming Shoreline Situations; Nonconforming Uses and Structures.**

**Section 17E.060.380 Nonconforming Uses and Structures**

- A. Definition.  
Nonconforming development is a shoreline use or structure that was lawfully constructed or established prior to the effective date of the Act, the SMP, or these shoreline regulations, or amendments thereto, but which does not conform to present regulations or standards of these shoreline regulations or the policies of the Act.
- B. In accordance with the requirements of this section, structures that were legally established prior to the SMP or these shoreline regulations, or amendments thereto, and are used for a conforming use but which are nonconforming with regard to setbacks, buffers or yards, area, bulk, height, or density may be maintained and repaired and may be enlarged or expanded provided that said enlargement does not increase the extent of nonconformity by further encroaching upon or extending into areas where construction or use would not be allowed for new development or uses.
- C. A nonconforming structure which is moved any distance must be brought into conformance with the applicable shoreline regulations and the Act.
- D. If a nonconforming structure is damaged to an extent not exceeding seventy-five percent of the replacement cost of the original structure, it may be reconstructed to those configurations existing immediately prior to the time the structure was damaged, provided that application is made for the permits necessary to restore

the structure within six months of the date the damage occurred, all permits are obtained, and the restoration is completed within two years of permit issuance, except that nonconforming single-family residences, manufactured homes, and mobile homes may be reconstructed regardless of the extent of damage so long as application is made within the times required by this subsection.

- E. The replacement, expansion, or enlargement of nonconforming residential buildings (including single-family residences, manufactured homes, and mobile homes) shall achieve no net loss of shoreline ecological functions pursuant to SMC 17E.060.210 and adhere to the mitigation sequencing requirements in SMC 17E.060.220.
- F. Existing nonconforming residential buildings may be replaced within the existing footprint upon approval of a shoreline substantial development permit.
- G. For the replacement of manufactured homes and mobile homes, a greater building footprint than existed prior to replacement may be allowed in order to accommodate the conversion of single-wide manufactured homes to ~~((double-wide))~~ double-wide manufactured homes, upon approval of a shoreline conditional use permit.
- H. Existing nonconforming single-family residences may be enlarged or expanded in conformance with applicable bulk and dimensional standards upon approval of a shoreline conditional use permit and by conformance with the following requirements:
  - 3. An expansion or enlargement to the main structure or the addition of a normal appurtenance as defined in WAC 173-27-040(2)(g) and chapter 17A.020 SMC, Definitions, to the main structure shall only be accomplished by addition of space:
    - a. above the main structure's building footprint; and/or
    - b. onto or behind that side of the main structure which is the farthest away from the ordinary high-water mark.



2. If the requirements in SMC 17E.060.380((F))H((3))1(a) and (b) cannot be accomplished without causing significant harm to shoreline vegetation or other shoreline ecological functions, the director may require additional site analysis to determine if an alternative location for the expansion or enlargement of the structure is feasible.
- I. Existing residential buildings have a change in use to another legal, conforming use shall conform to the buffer and structure setback requirements and all other requirements of the entire SMP and Title 17C SMC, Land Use Standards.
- J. A use which is listed as a conditional use but which existed prior to adoption of these shoreline regulations or any amendment thereto, and for which a conditional use permit has not been obtained, shall be considered a nonconforming use.
- K. A structure for which a variance has been issued shall be considered a legal nonconforming structure, and the requirements of this section shall apply as they apply to preexisting nonconformities.
- L. A structure which is being or has been used for a nonconforming use shall not be used for a different nonconforming use, except as provided below, and only upon the approval of a shoreline conditional use permit.
  1. No reasonable alternative conforming use is practical.
  2. The proposed use will be is as consistent with the policies and provisions of the Act and these shoreline regulations and as compatible with the uses in the area as the preexisting use; and
  3. In addition, such conditions may be attached to the permit as are deemed necessary to assure compliance with the above findings, the requirements of these shoreline regulations and the policies in the Act and to assure that the use will not become a nuisance or a hazard.
- M. If a nonconforming use is discontinued for twelve consecutive months or for twelve months during any two-year period, the nonconforming rights shall expire and any subsequent use shall be conforming.
- N. An undeveloped lot, tract, parcel, site, or division of land which was established in accordance with local and state subdivision requirements prior to the effective date of the Act or the applicable shoreline regulations but which does not conform to the present lot size standards may be developed if permitted by other land use regulations of the City so long as such development conforms to all other requirements of the applicable shoreline regulations and the Act.



PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## SHORELINE MASTER PROGRAM PERIODIC REVIEW

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### Periodic Review Checklist

This document is intended for use by counties, cities and towns subject to the Shoreline Management Act (SMA) to conduct the “periodic review” of their Shoreline Master Programs (SMPs). This review is intended to keep SMPs current with amendments to state laws or rules, changes to local plans and regulations, and changes to address local circumstances, new information or improved data. The review is required under the SMA at [RCW 90.58.080\(4\)](#). Ecology’s rule outlining procedures for conducting these reviews is at [WAC 173-26-090](#).

This checklist summarizes amendments to state law, rules and applicable updated guidance adopted between 2007 and 2019 that may trigger the need for local SMP amendments during periodic reviews.

#### How to use this checklist

See the associated *Periodic Review Checklist Guidance* for a description of each item, relevant links, review considerations, and example language.

At the **beginning of the periodic review**, use the review column to document review considerations and determine if local amendments are needed to maintain compliance. See WAC 173-26-090(3)(b)(i).

Ecology recommends reviewing all items on the checklist. Some items on the checklist prior to the local SMP adoption may be relevant.

**At the end of your review process**, use the checklist as a final summary identifying your final action, indicating where the SMP addresses applicable amended laws, or indicate where no action is needed. See WAC 173-26-090(3)(d)(ii)(D), and WAC 173-26-110(9)(b).

*Local governments should coordinate with their assigned [Ecology regional planner](#) for more information on how to use this checklist and conduct the periodic review.*

Prepared By	Jurisdiction	Date
Melissa Wittstruck and Amanda Beck	City of Spokane	March 2021

Row	Summary of change	Review	Action
2019			
a.	OFM adjusted the <b>cost threshold for building freshwater docks.</b>	SMC Section 17E.060.300 item B-8 outlines the cost threshold for a permit exemption when building a freshwater dock.	<p>Amend the section to reflect the new dollar thresholds and periodic cost reviews referred to in ECY requirements:</p> <p>(XX) Construction of a dock, including a community dock, designed for pleasure craft only, for the private noncommercial use of the owner, lessee, or contract purchaser of single-family and multiple-family residences. A dock is a landing and moorage facility for watercraft and does not include recreational decks, storage facilities or other appurtenances. This exception applies if:</p> <p>(i) In fresh waters the fair market value of the dock does not exceed:</p> <p>(A) twenty-two thousand five hundred dollars (\$22,500) for docks that are constructed to replace existing docks, are of equal or lesser square footage than the existing dock being replaced; or</p> <p>(B) Eleven thousand two hundred (\$11,200) dollars for all other docks constructed in fresh waters.</p> <p>However, if subsequent construction occurs within five years of completion of the prior construction, and the combined fair market value of the subsequent and prior construction exceeds the amount specified above, the subsequent construction shall be considered a substantial development for the purpose of this chapter.</p>

b.	The Legislature removed the requirement for a shoreline permit for disposal of dredged materials at Dredged Material Management Program sites ( <i>applies to 9 jurisdictions</i> )	Not applicable.	Spokane is not one of the 9 jurisdictions - Not Applicable Finding of Adequacy
c.	The Legislature added <b>restoring native kelp, eelgrass beds and native oysters</b> as fish habitat enhancement projects.	Not Applicable.	This applies to marine waters. Spokane has no marine appellation waters. Not applicable. Finding of Adequacy
2017			
d.	OFM adjusted the <b>cost threshold for substantial development</b> to \$7,047.	SMC subsection 17E.060.290(C) outlines the cost threshold requiring a substantial development permit.	Amend cost threshold in SMC 17E.060.290(C). Further amend this section to reference statute, including reference to period of review/consideration for inflation.  “Substantial developments include any development with which the total cost or fair market value, whichever is higher, does exceed <u>seven thousand forty seven dollars (\$7,047)</u> or the adjusted amount per WAC 173-27-040”
e.	Ecology permit rules clarified the <b>definition of “development”</b> does not include dismantling or removing structures.	“Development” is defined as “Any proposed land use, zoning, or rezoning, comprehensive plan amendment, annexation, subdivision, short subdivision, planned unit development, planned area development, conditional use permit, special use permit, shoreline development permit, or any other property development action permitted or regulated by the Spokane Municipal Code.” SMC 17A.020.040 “D” Definitions.	Adopt the ECY definition of development, specific to shorelines in SMC Chapter 17A.020, Section 17A.020.040 “D”.  “Development” for shoreline <u>regulations shall be defined by WAC 173-27-030(6) as amended to read</u> “Development” means a use consisting of the construction or exterior alteration of structures; dredging; drilling; dumping; filling; removal of any sand, gravel, or minerals; bulkheading; driving of piling; placing of obstructions; or any project of a permanent or temporary nature which interferes with the normal public use of the surface of the waters overlying lands subject to the act at any stage of water level. “Development” does not include dismantling or removing

			structures if there is no other associated development or re-development.
f.	Ecology adopted rules clarifying <b><u>exceptions</u> to local review under the SMA.</b>	Those exceptions (a new creation) adopted by the State do not exist under SMC Section 17E.060.300. The City of Spokane has "exemptions."	<p>Added a new clause to 17E.060.300(C) Exceptions as consolidated by WAC 173-27-044, in SMC Section 17E.060.300</p> <p>(XX) Developments not required to obtain shoreline permits or local reviews. Amend 17E.060.300 to clarify exemptions and exceptions. Requirements to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other review to implement the Shoreline Management Act do not apply to the following:</p> <ul style="list-style-type: none"> <li>(i) Remedial actions. Pursuant to RCW 90.58.355, any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order issued pursuant to chapter 70.105D RCW, or to the department of ecology when it conducts a remedial action under chapter 70.105D RCW.</li> <li>(ii) Boatyard improvements to meet NPDES permit requirements. Pursuant to RCW 90.58.355, any person installing site improvements for storm water treatment in an existing boatyard facility to meet requirements of a national pollutant discharge elimination system storm water general permit.</li> <li>(iii) WSDOT facility maintenance and safety improvements. Pursuant to RCW 90.58.356, Washington State Department of Transportation projects and activities meeting the conditions of RCW 90.58.356 are not required to obtain a</li> </ul>

			<p>substantial development permit, conditional use permit, variance, letter of exemption, or other local review.</p> <p>(iv) Projects consistent with an environmental excellence program agreement pursuant to RCW 90.58.045.</p> <p>(v) Projects authorized through the Energy Facility Site Evaluation Council process, pursuant to chapter 80.50 RCW.</p>
g.	Ecology amended rules clarifying <b>permit filing procedures</b> consistent with a 2011 statute.	SMC Section 17G.060.210 is consistent with the 2011 statute.	No action. Finding of Adequacy
h.	Ecology amended <b>forestry use regulations</b> to clarify that forest practices that only involves timber cutting are not SMA “developments” and do not require SDPs.	According to the Article V Part V, SMC Section 17E.060.510: “Forest practices are not presently conducted within the shorelines, nor are they an anticipated activity within the shoreline jurisdiction.”	No action Finding of Adequacy
i.	Ecology clarified the SMA does not apply to lands under <b>exclusive federal jurisdiction</b> .	It is not necessary to amend the SMP.	No action. Finding of Adequacy.
j.	Ecology clarified “default” provisions for <b>nonconforming uses and development</b> .	City of Spokane has adopted its own nonconforming use provisions under SMC Section 17E.060.380.	No action. Finding of Adequacy.
k.	Ecology adopted rule amendments to clarify the scope and process for conducting <b>periodic reviews</b> .	No periodic review procedures.	No action. Finding of Adequacy.
l.	Ecology adopted a new rule creating an <b>optional SMP amendment process</b> that allows for a shared local/state public comment period.	City of Spokane Amendment procedure already includes WAC 173-26-090 to WAC 173-26-160.	Amend SMC Section 17E.060.110(A) to strikethrough WAC 173-26-090 to WAC 173-26-160 and instead cross-reference WAC 173-26. Finding of Adequacy with citations.

m.	<b>Submittal</b> to Ecology of proposed SMP amendments.	SMC does not include SMP submittal process. SMC 17E.060.110 cites WAC 173-26 consistency for amendments.	No action and Finding of Adequacy with citation.
2016			
a.	The Legislature created a new shoreline permit exemption for retrofitting existing structure to comply with the <b>Americans with Disabilities Act</b> .	SMC Section 17E.060.300 includes by reference RCW 90.58 which states that permits fulfilling ADA requirements are exempt.	No Action. Finding of Adequacy with citations.
b.	Ecology updated <b>wetlands critical areas guidance</b> including implementation guidance for the 2014 wetlands rating system.	SMC Section 17E.070 includes ecology updated critical areas guidance including implementation guidance for the 2014 wetlands rating system. Section 17E.070.020 amends that wetlands are designated in accordance with the most current edition of the federal wetland delineation manual and applicable regional supplements.	No Action Finding of Adequacy with citations.
2015			
a.	The Legislature adopted a <b>90-day target</b> for local review of Washington State Department of Transportation (WSDOT) projects.	Optional amendment.	No action. Finding documenting the optional provision.
2014			
a.	The Legislature created a new definition and policy for <b>floating on-water residences</b> legally established before 7/1/2014.	According to SMC Section 17E.060.570(F): "Over-Water residences shall be prohibited."	Not applicable. No action - Spokane does not have <b>floating on water residences</b> . Finding of Adequacy with citations.
2012			
a.	The Legislature amended the SMA to clarify <b>SMP appeal procedures</b> .	No SMP appeal procedure.	No action And Finding of Adequacy.

## 2011

a.	Ecology adopted a rule requiring that wetlands be delineated in accordance with the approved <b>federal wetland delineation manual</b> .	SMC Section 17E.070.030 outlines the requirement for wetland delineation to use the Federal Manual for Identifying and Delineating Jurisdictional Wetlands.	No action. Finding of Adequacy supported by citation and ECY correspondence.
b.	Ecology adopted rules for new commercial <b>geoduck aquaculture</b> .	City of Spokane does not have saltwater shorelines.	Not applicable. No action. Finding of Adequacy – cite no saltwater shorelines.
c.	The Legislature created a new definition and policy for <b>floating homes</b> permitted or legally established prior to January 1, 2011.	According to SMC Section 17E.060.570(F): “Over-Water residences shall be prohibited.”	Not applicable. No action – Spokane does not have <b>floating homes</b> . Finding of Adequacy with citations.
d.	The Legislature authorizing a new <b>option to classify existing structures as conforming</b> .	SMC 17E.060.380 identifies nonconforming structures as allowed but does not allow them to increase their extent of nonconformity.	No action. Finding of Adequacy – supported by SMC citation.

## 2010

a.	The Legislature adopted <b>Growth Management Act – Shoreline Management Act clarifications</b> .	SMC Section 17E.060.170 includes RCW 90.58 and associated WACs by reference. All provisions for critical areas in the SMC that are not consistent with the RCW and WAC are void.	No action. Finding of Adequacy – supported by SMC citation.
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## 2009

a.	The Legislature created new “relief” procedures for instances in which a <b>shoreline restoration project within a UGA</b> creates a shift in Ordinary High Water Mark.	SMC does not include a provision for restoration project and relief from shoreline regulations that precludes a land owner from using their property for its intended use. (X) The [CITY] may grant relief from shoreline master program development standards and use regulations resulting from shoreline restoration projects within urban growth areas consistent with criteria and procedures in WAC 173-27-215. Local governments may want to include this option in local SMPs – though the process may be used even if the provision is not in the SMP.	No Action. Finding of Adequacy. The provision is optional and available without adoption.
b.	Ecology adopted a rule for certifying <b>wetland mitigation banks</b> .	SMC Section 17E.070.140 allows mitigation banking.	No action. Finding of Adequacy.
c.	The Legislature added <b>moratoria authority</b> and procedures to the SMA.	Moratoria procedures are not required to be include in the SMP, the statute itself can be relied upon.	No action. Finding of Adequacy.

## 2007

a.	The Legislature clarified <b>options for defining "floodway"</b> as either the area that has been established in FEMA maps, or the floodway criteria set in the SMA.	SMC Section 17A.020.060 adopts the associated RCW and its definition of floodway by references.	No action. Finding of Adequacy – supported by SMC citation.
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<b>b.</b>	<b>Ecology amended rules to clarify that comprehensively updated SMPs shall include a list and map of streams and lakes that are in shoreline jurisdiction.</b>	Maps are included in the SMC in Section 17E.060.060.	No action. Finding of Adequacy – supported by SMC citation. No new streams or lakes within shoreline jurisdiction.
<b>c.</b>	Ecology’s rule listing statutory exemptions from the requirement for an SDP was amended to include fish habitat enhancement projects that conform to the provisions of RCW 77.55.181.	SMC Section 17E.060.300 includes, by reference, exemptions under WAC 173-27-040.	No action. Finding of Adequacy – supported by SMC citation.

## Additional amendments

Modify this section, as needed, to reflect additional review issues and related amendments. The summary of change could be about Comprehensive Plan and Development regulations, changes to local circumstance, new information, or improved data.

SMP section	Summary of change	Review	Action
	Conflict between Boating Facilities and Water-Enjoyment Recreational Facilities for launch ramps in WWTP Environment.	17E.060, Primary Use Table.	In Section 17E.060.690 Table 17E.060-04, Shoreline Primary Uses – change “recreational development > water enjoyment recreation” in the Wastewater Treatment Plan Environment from “N” to “CU.”
Section 17E.060.340, Article IV: Shoreline Design Review	Delete section in total (A and B) to better align with Design Review board procedures.	SMC Chapter 17G.060, Land Use Application Procedures, Sections 17G.060.030, 17G.060.040, and 17G.060.060 provide design review board process that shoreline design review is subject to.	Repeal Section 17E.060.340 Shoreline Design Review, subsections(A) Design Review Process and (B) Administrative Design Review as in Summary of Change.

SMP Section	Summary of change	Discussion
SMC Sections 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, and 17E.060.840, Article VIII: Design Standards and Guidelines to Shoreline Districts	Strikethrough use of “and guidelines” in all five sections of the SMC, and where applicable “design criteria” is used instead. The Downtown, Campus, and Great Gorge shoreline districts are subject to the shoreline design standards in addition to the underlying design standards in Title 17C. The Downriver, Latah Creek, and Upriver Districts are subject to the underlying design standards in Title 17C as well.	Strikethrough “and guidelines” and amend to “design criteria” as documented in Summary of Change.
SMC Section 17A.020.040 “D” Definitions	The “D” definitions were amended to strikethrough “design guidelines” with “design criteria” in subsections 17A.020.040(L) and (O).	For SMC document consistency with the above change the “D” definitions were updated to “design criteria” as well.
SMC Section 17E.060.770, Table 17E.060-5 Development Standards	Strikethrough “and Guidelines” in addition to striking all references to “guidelines.” The Downtown, Campus, and Great Gorge shoreline districts are subject to the shoreline design standards in addition to the underlying design standards in Title 17C. The Downriver, Latah Creek, and Upriver Districts are subject to the underlying design standards in Title 17C as well.	Table 17E.060-05 amends guidelines by striking or using standards: “Tall Building Design <del>Guidelines</del> Standards.” This provides SMC document consistency. All other use of “guidelines” in the document is not in reference to “design guidelines.”
SMC Section 17.060.790	Strikethrough “and Guidelines” in cross-reference to Section Article VIII, Design Standards and (( <del>Guidelines</del> )) Specific to Shoreline Districts	This provides SMC document consistency. All other use of “guidelines” in the document is not in reference to “design guidelines.”
Section 17E.060.150 Reference to Plans, Regulations, or Information Sources	Strikethrough and amend to:  “Where the shoreline regulations reference any RCW, WAC, or other local, state, or federal law or regulation, or <del>any</del> source of information, the most recent <u>adopted</u> amendment or <u>adopted</u> current edition shall apply.”	Apply limiter language to the references of new sources of information to clarify that only promulgated sources will be accepted as sources to be relied on for decision points.

**CITY OF SPOKANE PLAN COMMISSION  
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS  
REGARDING THE SHORELINE MASTER PROGRAM PERIODIC REVIEW**

A recommendation of the City of Spokane Plan Commission to the City Council to approve the amendments to the Spokane Municipal Code proposed by the Shoreline Master Program Periodic Review (SMP PR). The SMP PR proposed amending Spokane Municipal Code (SMC) Title 17A Administration, Chapter 17A.020 Definitions, Sections 17A.020.040(R)(2) "D" Definitions, and Section 17A.020.060(S) "F" Definitions, Title 17E, Chapter 17E.060, Article II, Part II sections 17E.060.110 and 17E.060.150, Article IV 17E.060.290, 17E.060.300, 17E.060.340, Article VI Part II 17E.060.690, Article VII Part II 17E.060.770, 17E.060.790, Article VIII 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and Article V Part III 17E.060.380.

**FINDINGS OF FACT:**

- A. The Shoreline Master Program (SMP) Periodic Review (PR) is state mandated and led by the City of Spokane in close collaboration with Dept of Ecology. This project is narrowly focused to achieve City SMP compliance with changes to state legislation concerning Shorelines.
- B. Authority for the periodic review is based on Washington's Shoreline Management Act (Ch. 90.58 RCW) and related rules. These amendments were developed by the City to comply with WAC 173-26-090, which requires all local governments to review their SMPs on an eight-year schedule set in state law and revise it if necessary.
- C. The periodic review ensures the SMP keeps up with changes in state laws, changes in other local jurisdictions' plans and regulations, and other changed circumstances.
- D. Shaping Spokane, the 2017 adopted City of Spokane Comprehensive Plan Chapter 3 Land Use policy 7.1, Regulatory Structure, supports regulations that are predictable, reliable, and adaptable to changing living and working arrangements brought about by technological advancements and Land Use policy 7.2 calls out a continuing review process to periodically re-evaluate and direct city policies and regulations consistent with chapter 3 Vision and Values.
- E. The City elected to use the optional joint review process to combine the local and Ecology comment periods, as allowed under WAC 173-26-104. No additional comment period occurs during the state review process, however additional city review and comment periods have been provided. Comments provided to the City of Spokane are reviewed by both the City and Ecology.
- F. Amendments to Title 17 are subject to review and recommendation by the Plan Commission.

- G. A State Environmental Protection Act (SEPA) Determination of Non-Significance was issued by Planning Services on December 23, 2020 and a 14-day comment period commenced January 5 - January 19, 2021. No comments were received during the comment period.
- H. The City SMP was reviewed against Dept of Ecology Periodic Review checklist as required; analysis submitted to Ecology. Necessary amendments were identified, and the Draft Amendment Proposal prepared, shared with agencies for review, and uploaded online. An email database of interested parties is maintained for regular communications. Information on the Periodic Review was presented to the public, neighboring jurisdictions, and partner agencies in two virtual Open House sessions via Webex on December 1, 2020. The Community Assembly was briefed on December 3, 2020.
- I. A notice of Joint Public Comment Period with Ecology and City of Spokane was published in the Spokesman-Review December 23 and January 5; the comment period commenced January 5 - February 5, 2021 and all comments were recorded, responded to, and provided to Ecology. Ecology provided separate notification.
- J. Plan Commission hearing legal notices were published in the Spokesman-Review February 10, and February 17, 2021.
- K. The Plan Commission held a public hearing on February 24 to obtain public input on the proposed amendments, if any.

#### **CONCLUSIONS:**

- A. The Plan Commission has reviewed all public testimony received during the public hearing.
- B. The Plan Commission finds that the proposed amendments are consistent with applicable provisions of the comprehensive plan and that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment.

#### **RECOMMENDATION:**

In the matter of the amendments to the Spokane Municipal Code proposed by the Shoreline Master Program Periodic Review, by unanimous vote, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code, as mandated by the State of Washington Shoreline Management Act RCW 90.58 eight year cycle of review.

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Todd Beyreuther (Mar 2, 2021 16:48 PST)

**Todd Beyreuther, President**  
**Spokane Plan Commission**  
March 3, 2021

## Briefing Paper

### Urban Experience

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	2021 COPS Memorandum of Understanding
<b>Date:</b>	4/12/21
<b>Contact (email &amp; phone):</b>	Patrick Striker - <a href="mailto:pstriker@spokanecops.org">pstriker@spokanecops.org</a> ; 509-280-5623
<b>City Council Sponsor:</b>	CP Beggs & CM Stratton
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file after UE Committee for Council Approval
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b>	
Updates the MOU with COPS to be effective April 1, 2021, through March 31, 2022.	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>In addition to other services, COPS volunteers will provide assistance with identifying and reporting sidewalk obstructions along participating Designated School Access Routes annually and following snow events.</li> <li>COPS will be paid a flat rate of \$21,000 for the year. This amount will be redetermined by the Council President during the possible annual renewal of the MOU based on the value for various infractions laid out in the MOU for the previous year.</li> <li>COPS may also bill up to \$28,000 for previous work completed from December 1, 2019, through March 31, 2021.</li> </ul>	
<b>Budget Impact:</b>	
TOTAL COST:	
Approved in current year budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Annual/Reoccurring expenditure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Requires change in current operations/policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Specify changes required:	
Known challenges/barriers:	

## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SPOKANE C.O.P.S., located at 6107 North Astor Street, Spokane, WA 99208; as "SPOKANE C.O.P.S."

The parties agree as follows:

1. **BACKGROUND.** This MOU involves a partnership between the City of Spokane and, SPOKANE C.O.P.S for the following project which was developed in conjunction with, and is supported by, City Council Resolution, District 81, Spokane Streets Dept, Spokane County Health District, neighborhood councils, and COPS volunteers.

The project is designed to identify and remove both permanent and temporary (snow and ice) obstructions on sidewalks included on Designated School Access Routes. The project will link COPS Shop volunteer Neighborhood Observation Patrols with the Office of Code Enforcement to educate property Owners/residents and remove the sidewalk obstructions. In addition to specific enforcement, it will contribute to a new city-wide culture of property owners and residents keeping their sidewalks free from obstruction.

2. **SCOPE OF AGREEMENT.** SPOKANE C.O.P.S .will identify elementary schools within their service areas for participation in the project. The individual SPOKANE C.O.P.S Shop will use existing volunteers and recruit additional volunteers from the school's Parent Teacher Organization to serve as sidewalk observers. The SPOKANE C.O.P.S individual Shops will work with District 81 Security Administrators to identify the maps of up to two Designated School Access Route for each chosen school. Each route is less than a mile in length and for purposes of this project will include sidewalks on both sides of the street.

Under this MOU:

- A. The volunteers for this project will educate themselves on what constitutes a sidewalk obstruction that violates City Code, including snow and ice obstructions.



- B. Once a year, the COPS Shop volunteers will walk both sides of each participating Designated School Access Route and identify sidewalk obstructions that would violate City Code and potentially be a hazard or make it difficult for children, wheelchairs or strollers to travel along the route. For each hazard, the volunteers will turn in the appropriate report to Code Enforcement and request notification when the complaint has been sufficiently resolved to restore the sidewalk to full access.
- C. COPS Shop volunteers will provide additional patrols by vehicle on school days following snow events. The volunteers will identify sidewalk segments that have not been adequately cleared by 9:00am and either directly engage the residents responsible and/or turn in a report to code enforcement. The volunteers will keep records of whether or not the responsible residents clear the sidewalk by 9:00am on school days following future snow events and report back to code enforcement regarding non-compliance with the City Code. The volunteers may also leave door hangers and provide options for services that provide sidewalk clearing for free or on contracts.
- D. The COPS volunteers will also patrol the school zones looking for other infractions that may affect a child's walk to school and right to feel safe. These could be Code Enforcement violations (such as abandoned vehicles, garbage in lawn, junk vehicles, graffiti, etc.) or other concerns from the community or NRO (drug houses, etc.).
- E. COPS volunteers will also provide crosswalk safety by using a COPS vehicle to sit in a visible location. This is to act as a deterrent for speeders.

3. COMPENSATION. The compensation will be set at an initial flat rate per year, which for the contract commencing in April of 2021, is \$21,000. Each subsequent year no later than March 31st, the flat fee annual rate will be determined by agreement with City Council President based on the previous year's amount of patrolling and contract deliverables. The overall annual flat fee amount will be informed by the following rates:

- A. The value for each initial foot inspection of a Designated School Access Route will be \$150.

- B. The value for each report of obstruction or other reported violation from an initial foot inspection will be an additional \$10 up to a maximum of \$100.
- C. The value for a Neighborhood Observation Patrol along a school route, if done in a marked vehicle, is \$10, up to a maximum of \$100 per route.
- D. The value for each report of a violation from a vehicle Neighborhood Observation Patrol will be an additional \$5 up to a maximum of \$100 per route.
- E. The value for each vehicle snow inspection of a Designated School Access Route will be \$50, up to a maximum of \$150.
- F. The value for each report of a snow obstruction from a vehicle snow inspection will be an additional \$5 up to a maximum of \$100 per route.
- G. The value for a crosswalk safety presence will be \$10, if the vehicle is in a visible location during a period when children are walking to or from school, up to a maximum of \$100 per route.
- H. COPS volunteers will clear snow along a sidewalk, if needed, for a value of \$10 up to \$100 per route.
- I. There will be an additional administration value of \$100 for each school added to the project.
- J. The maximum number of calculated vehicle snow inspections per school year will be three. Thus, assuming maximum reports and snow events, Each inspection/patrol/report may be done up to its maximum amount listed, however, the maximum value for one Designated School Access Route over a school year will be \$800 and the maximum value for one elementary school will be \$1,500.
- K. Any billings under this MOU shall be submitted to the City Council Budget Manager, 808 West Spokane Falls Blvd, Seventh Floor, Spokane, WA 99201, for payment of services rendered.

4. TERM. This agreement will formally start on April 1, 2021 and will terminate on March 31, 2022. Except that billings for up to a total of \$28,000 may be submitted for prior work completed between the original proposed term of December 1, 2019 through March 31, 2021. This agreement may be renewed by the mutual written agreement of the parties for up to five annual extensions.

5. LIABILITY. Each party shall be responsible for its own negligence. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this memorandum of understanding.

6. INSURANCE. Each party shall maintain, at all times, liability insurance to cover all actions by its employees or agents.

Dated: \_\_\_\_\_

SPOKANE C.O.P.S

\_\_\_\_\_  
Spokane C.O.P.S.

Dated: \_\_\_\_\_

CITY OF SPOKANE

\_\_\_\_\_  
City Council President

Approved as to form:

ATTEST:

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

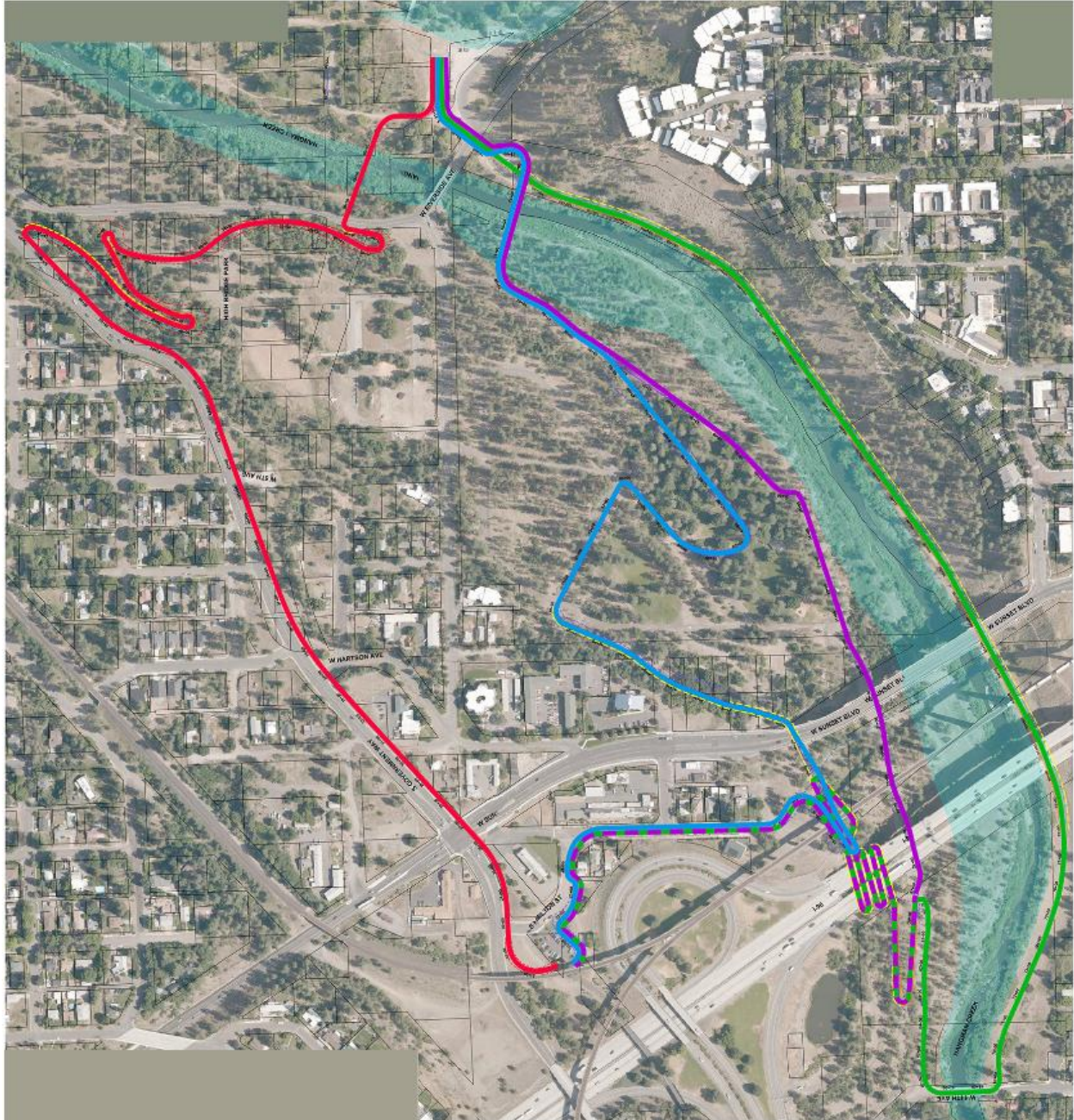
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City Clerk

## Briefing Paper

### Urban Experience

<b>Division &amp; Department:</b>	Public Works Division / Integrated Capital Management
<b>Subject:</b>	Fish Lake Trail Connection study
<b>Date:</b>	4/12/2021
<b>Author (email &amp; phone):</b>	<a href="mailto:inote@spokanecity.org">inote@spokanecity.org</a> , <a href="mailto:kpicanco@spokanecity.org">kpicanco@spokanecity.org</a> ;
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Comprehensive Plan Policies: TR 1 – Transportation Network for All Users, TR 5 – Active Transportation
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	none
<b>Outcome:</b>	information
<b>Background/History:</b> The City of Spokane selected the consulting engineer KPFF to conduct the Fish Lake Trail Connection study beginning in May 2020. Four routes were identified for the study with the following criteria evaluated: User Experience, Environmental Impacts, Cultural Resource Impacts, Compliance, Constructability and Construction Cost. These criteria were used in a scoring matrix to compare alternatives.  Community outreach consisted of developing and consulting with a Public Advisory Committee (PAC) three times, conducting two Public Meetings, and individual Presentations to special interest groups including the Bicycle Advisor Board, Spokane Bicycle Club, Transportation Subcommittee, Transportation Technical Committee, and WSDOT. Staff came to PIES on 2/27/2020.	
<b>Executive Summary:</b>  <ul style="list-style-type: none"> <li>• The Parks Board agrees with moving forward on the Red or Blue routes.</li> <li>• The Red route scored highest and has the lowest cost.</li> <li>• The Blue route also scored well but at higher cost with some constructability issues.</li> <li>• The Purple and Green routes have the highest cost and many constructability concerns.</li> <li>• Goal to complete 30% design by Dec 2021.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Fish Lake Trail Connection Study Routes





## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Office of Neighborhood Services
<b>Subject:</b>	Sidewalk/Bike Parking Art
<b>Date:</b>	April 12 <sup>th</sup> 2021
<b>Author (email &amp; phone):</b>	Annica Eagle, 509.625.6156, <a href="mailto:aeagle@spokanecity.org">aeagle@spokanecity.org</a> Cendy Pfortmiller, <a href="mailto:cpfortmiller@spokanecity.org">cpfortmiller@spokanecity.org</a>
<b>City Council Sponsor:</b>	Kate Burke
<b>Executive Sponsor:</b>	Carly Cortright
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	<p><a href="#">Bike Plan:</a></p> <ul style="list-style-type: none"> <li>○ Action 3.3: Increase the availability of bicycle parking throughout the City of Spokane.           <ul style="list-style-type: none"> <li>▪ Establish a proactive bicycle rack installation program.</li> <li>▪ Develop standard plans and policy for bike corrals. Bike corrals provide a high-capacity option for bicycle parking by replacing one vehicular parking space with up to 24 bicycle parking spaces. Bicycle corrals may also be located in unused/underutilized areas of the street, although they are better utilized when placed directly in front of a business. This option keeps the sidewalk clear for pedestrian use.</li> </ul> </li> <li>○ Action 5.4: Continue to make minor improvements for bicycling. Spokane should continue to make the following types of improvements:           <ul style="list-style-type: none"> <li>▪ Bicycle rack installation in public rights-of-way (sidewalks, parking spaces, etc.)</li> </ul> </li> </ul>
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This is an adaptation of the current Permanent Sidewalk Art program. Applicants would submit location proposals, Spokane Arts Commission would be responsible for approving art designs, and the Office of Neighborhood Services (ONS) would be responsible for administering the program, with Planning's input when it pertains to bicycle parking. The intention is to increase the quality and appeal of bike corrals and sidewalks. ONS will work with Spokane Arts on evaluating impact of painted spaces, which would also include frequency of use (with bike parking) and areas frequented/visited for sidewalk art.
<b>Background/History:</b>	

The City of Spokane is broadening the previous Permanent Sidewalk Art program to include bike corral/bike parking area painted art. Previously administered by Development Services, this program would be migrating to the Office of Neighborhood Services (ONS). Applicants (businesses, nonprofits, or the City) would submit locations and design pitches to Spokane Arts and the Office of Neighborhood Services, with Spokane Arts deciding on the artistic merit for approval or denial. Bike corral/parking applications: up to six submitted project proposals per project season, and sidewalk art applications would be two per City Council District per project season.

- *Applicants would be responsible for contacting adjacent business and property owners to get 70% approval (non-responses count in the affirmative)*
- *Only registered non-profit organizations or commercial businesses may apply for the permit.*
- *Only water-based paints with low VOC of less than 150 will be allowed. Paints must include adequate grit for slip resistance. Spray paint is not permitted.*

Public art is vital to the Spokane community, and permanent sidewalk/bike parking art has potential for creating collaboration, investment, and beautification within neighborhoods as well as the City at large. ONS, in collaboration with Colin Quinn-Hurst of Planning and Shauna Harshman of City Council staff, will review the impact this program will have on the community to help determine its merits on becoming a permanent program.

#### Executive Summary:

- Permanent sidewalk/bike parking art will beautify the City, encourage usage of bike parking areas, and bring regional and neighborhood pride to the areas where the murals are placed.
- Building off the existing sidewalk art program and rehousing the administration of it to ONS will allow for more opportunities, involvement, and movement on getting this policy implemented and benefitting our community.
- With Spokane Arts responsible for deciding whether a design should be approved or not, that frees up the City from having to navigate government speech and other legal concerns as to what can be approved and implemented.
- Funding: there are different revenue streams that applicants can tap into. Spokane Arts has some grant funds, the Community Engagement Grant is available for neighborhood councils, and businesses adjacent to sidewalk/bike parking areas have fiscally supported these projects in other cities with similar programs.

#### Budget Impact:

Approved in current year budget? ☐ Yes ☒ No  
Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source: There is no expense outside of staff time, so probably is approved in the current year budget if current staffing levels allow - but no recurring expenses beyond staffing.  
Other budget impacts: No other budget impacts identified; no additional funding source required to implement

#### Operations Impact:

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

Specify changes required: It will take a change to certain operations, because we are creating a new application process to accommodate the work.

Known challenges/barriers: There are concerns with the environmental impact of the paint choices and the longevity of the paints chosen. Legal did bring up potential issues of who controls the content—the government can control what is referred to as “Government Speech,” but this likely would not be an issue since all content approval would be routed through Spokane Arts. Some other concerns were whether the painted areas would create confusion for drivers, pedestrians, or bicyclists. There was also concerns about the City’s sign code and whether these images would count as visual clutter (which might only apply to the bike corral/parking areas, on the asphalt, rather than the sidewalk).

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Lease of 5 Hyundai Kona EVs
<b>Date:</b>	April 12, 2021
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Karen Stratton
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Health Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	

Background/History:  
 The Parking Meter Department would like to lease 5 Hyundai Kona Electric Vehicles from Enterprise Fleet Management, Spokane, WA. The lease would be done using Sourcewell Contract #060618-EFM. Monthly lease amount is \$611.38 for each vehicle. The lease is 36 months, for a total of \$110,048.40 for all five vehicles. The residual value of each vehicle at the end of the 36 months is \$16,046.28.

Executive Summary:

Impact

- The Hyundai Kona Electric Vehicles will replace vehicles that have reached the end of their economic life. These vehicles replace Go4's that have weather and range limits. The Hyundai Kona Electric Vehicles can accommodate collection and enforcement equipment, while also managing neighborhood and downtown patrols.

Action

- We recommend approval for the lease of 5 Hyundai Kona Electric Vehicles for the Parking Meter Department.

Funding

- Funding for this is included in the Parking Meter Department budget.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:



# Memo

**To:** Spokane City Council Members

**From:** David Paine, Acting Fleet Director  
Nathan Groh, Fleet Project Employee

**Cc:** Tonya Wallace, CFO  
Kris Becker, Director of Development Services

**Date:** March 24, 2021

**Re:** Acquisition of Vehicles for Parking Enforcement

**Request:** Staff requests approval to lease five (5) 2021 new vehicles from Enterprise Fleet Management for a 3-year term, costing \$34,085 through \$37,980 annually, depending on make and model.

**Background:** The City's Parking Enforcement Department originally purchased the Go-4 vehicles from 2003 through 2011, at an average price of about \$24,000 each. Additionally, Parking Enforcement uses a 1997 Ford Escort for services. Parking staff recommends retiring the Go-4's and Ford Escort.

Staff considered two replacement options, as shown in the following tables:

## Total Annualized Cost of Parking Enforcement Vehicles \*

Yr/Make/Model	2021 Toyota RAV4 Hybrid	2021 Hyundai Kona Electric
Vehicle Description	Conventional Hybrid SUV	Battery Electric SUV
Acquisition/Lease	\$6,195	\$7,336
Fuel/Electricity	\$626	\$234
Maintenance	\$500	\$300
Total Annualized Cost	\$7,321	\$7,870
Costs per Mile**	\$0.81	\$0.87

\* Does NOT include insurance costs, which could be considerably more for the electric vehicles due to the higher cost of replacement if totalled. Research from 2015 by Nerdwallet found that premiums for EV's to be 21% higher.

\* Assumes 9,000 miles per year.

\* Does not include cost of fueling infrastructure for the EV.

### Total Annualized Cost of Parking Enforcement Vehicles \*

Yr/Make/Model	2021 Toyota RAV4 Hybrid	2021 Hyundai Kona Electric
Vehicle Description	Conventional Hybrid SUV	Battery Electric SUV
Acquisition/Lease	\$6,195	\$7,336
Fuel/Electricity	\$487	\$182
Maintenance	\$400	\$200
Total Annualized Cost	\$7,082	\$7,718
Costs per Mile**	\$1.01	\$1.10

\* Does NOT include insurance costs, which could be considerably more for the electric vehicles due to the higher cost of replacement if totalled. Research from 2015 by Nerdwallet found that premiums for EV's to be 21% higher.

\* Assumes 7,000 miles per year.

\* Does not include cost of fueling infrastructure for the EV.

The four Go-4s total annualized cost is shown below. They were used ~3,150 miles per year.

Yr/Make/Model	Westward Industries Go-4
Vehicle Description	3-Wheeled Vehicle
Acquisition/Lease	\$4,800
Fuel/Electricity	\$199
Maintenance	\$1,844
Total Annualized Cost	\$6,843
Costs per Mile**	\$2.17

The replacement option with the lowest annual cost is the 2021 Toyota RAV4 Hybrid. The replacement vehicle with the highest annual cost is the 2021 Hyundai Kona Electric. The annual cost difference between the two is either \$636 (at 7,000 miles per year) or \$549 (at 9,000 miles per year) per vehicle per year, or \$3,180 (at 7,000 miles per year) and \$2,745 (at 9,000 miles per year) for five vehicles. The reason the electric vehicle is more costly, from a total annual cost perspective, is because of the annual miles of ~7,000 – 9,000 miles per vehicle in which fuel cost for the hybrid is less than the higher acquisition cost of the electric vehicle at this time.

From a purely financial perspective, staff recommends leasing the 2021 Toyota RAV4 Hybrids, as they are the lowest cost and do not require additional charging infrastructure at the Parking Enforcement facility. The lease is limited to three (3) years but is flexible enough that it can be reconsidered annually. This would provide time for infrastructure to be installed and possibly for prices to be more favorable for electric vehicles.

However, the cost differential is not material and would offer the City an opportunity to “pilot” the electric vehicles for one-year before acquiring more EVs to replace the City’s fleet of passenger vehicles. The one-year pilot would help inform the City, from an operational perspective, on how best to proceed with the transformation of the fleet.

The new vehicles will be equipped with new License Plate Recognition equipment as part of the upgraded parking system software. If the City opted to lease and pilot the 2021 Hyundai Kona Electric vehicles, charging stations will be required at the Parking Enforcement facility located at 221 W. 1<sup>st</sup> Ave, Spokane, WA. Security fencing is highly recommended to ensure the City’s assets are properly protected from vandalism, theft, and tampering. Staff is actively working to draft a capital project plan for the security fencing and charging stations. In the interim, the vehicles will be charged at the Nelson Center after hours.

**Recommendation:** Staff recommends the approval of the lease agreement with Enterprise Fleet Management for the acquisition of five (5) Hyundai Kona EVs to replace the five older gasoline vehicles currently utilized by Parking Enforcement and to utilize the vehicles as part of a one-year operational pilot.

## Briefing Paper (Committee Name)

<b>Division &amp; Department:</b>	Development Services Center / Planning Services
<b>Subject:</b>	Short Term Rentals
<b>Date:</b>	4/12/21
<b>Author (email &amp; phone):</b>	Donna deBit, Assistant Planner II. <a href="mailto:ddebit@spokanecity.org">ddebit@spokanecity.org</a> 625-6637
<b>City Council Sponsor:</b>	Karen Stratton
<b>Executive Sponsor:</b>	Kris Becker
<b>Committee(s) Impacted:</b>	Urban Experience/Development
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Council's 100-day work plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	RFP for Short Term Rental Compliance Monitoring Code Amendments
<b>Background/History:</b> <i>The City of Spokane has been regulating Short Term Rentals since 2015. DSC staff has processed only 126 Short Term Rental permits since 2015, causing concern for lost revenue. Staff from both Planning Services and the DSC have conducted research to determine potential amendments to the ordinance and strategies for more efficient Short Term Rental compliance.</i>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• 126 Short Term Rentals are currently permitted.</li> <li>• Approximately 400+ Short Term Rentals exist in the City limits (based on limited research because access to Short Term Rental addresses are not made public)</li> <li>• Hosts use multiple rental platforms (Airbnb, HomeAway, VRBO, etc.).</li> <li>• The Development Services Center regulates and processes Short Term Rental permits, and the Code Enforcement Department follows up on non-compliant Short Term Rentals (citizen complaint driven)</li> <li>• Current revenue received for Short Term Rentals include permit fees, business license fees, transient (lodging) and sales tax.</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? ☐ Yes ☐ No

Specify changes required:

Known challenges/barriers:

DRAFT

## Briefing Paper

### Urban Development Committee

<b>Division &amp; Department:</b>	Neighborhoods, Housing & Human Services: CHHS
<b>Subject:</b>	Community Development Block Grant (CDBG) – CARES Act
<b>Date:</b>	4/12/2021
<b>Author (email &amp; phone):</b>	George Dahl ( <a href="mailto:gdahl@spokanecity.org">gdahl@spokanecity.org</a> , 625-6036)
<b>City Council Sponsor:</b>	Karen Stratton
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Urban Development
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020 – 2024 Consolidated Plan 2020-2025 Strategic Plan to Prevent & End Homelessness
<b>Strategic Initiative:</b>	Foster Housing
<b>Deadline:</b>	6/30/2023
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Funding to support the following activities in response to COVID-19 <ul style="list-style-type: none"> <li>• Homeless Shelter Response – Operational Support</li> <li>• Rental &amp; Mortgage Assistance</li> <li>• Administration Costs</li> </ul>
<b>Background/History:</b> Congress provided \$5 billion in the CARES Act for the Community Development Block Grant (CDBG) program to states, metropolitan cities, urban counties, and insular areas. Activities must benefit residents within the jurisdiction of the grantee or as permitted by the CARES Act. <a href="https://www.hudexchange.info/programs/cdbg-cv/">https://www.hudexchange.info/programs/cdbg-cv/</a> <a href="#">CARES Act Community Development Block Grant (CDBG-CV) Funds (wa.gov)</a>	
<b>Executive Summary:</b> The Washington State Department of Commerce is making available approximately \$445,201 to the City of Spokane through their CDBG State allocation. CHHS intends to apply for these funds through the Commerce application process. Commerce funds will be utilized to support ongoing efforts to provide assistance to individuals adversely impacted by the COVID-19 pandemic. By accepting these funds, the City of Spokane will be able to fund homeless shelter operations, rental, and mortgage assistance. CHHS intends to partner with underserved communities to broaden the availability of resources into our community. For more information, please review the attached Charter.	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: HUD CDBG – coronavirus pass-through funds by WA Dept. of Commerce Other budget impacts: None.	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	

# Spokane City Project Charter



<b>Project Title</b>	<b>Department of Commerce CDBG-CV2 Grant Application</b>
<b>Project Sponsor</b>	Cupid Alexander, NHHS Division Director
<b>Project Manager</b>	George Dahl, CDBG Program Manager
<b>Date Prepared</b>	March 25, 2021

## OPPORTUNITY OR PROBLEM STATEMENT:

Grant application to the WA Department of Commerce for funding to support our community response to the COVID-19 pandemic. Commerce is making approximately \$445,201 available to the City of Spokane for projects & activities deemed eligible through CDBG regulations ([24 CFR Part 570.201](#)).

Examples of eligible activities include:

- Rental Assistance (time limited)
- Utility Assistance
- Mortgage Assistance
- Operational support for Cultural Navigators

Funding must be used to support individuals/households directly impacted by the COVID-19 pandemic, and have an income <80% AMI.

**Commerce CDBG Webpage:** [CARES Act Community Development Block Grant \(CDBG-CV\) Funds \(wa.gov\)](#)

## PROJECT PURPOSE:

The overarching goal of these funds is to support individuals where they are, and maintain housing stability to prevent unnecessary instances of housing instability. Particular focus will be given to underserved (black, indigenous, and people of color) BIPOC communities within the City of Spokane.

## SCOPE:

Review and apply for Commerce CDBG-CV2 funds (\$445,201) within the given application timeline (April 1 – April 30). The project team will work to assemble all the necessary application materials as outlined by Commerce and their application in ZoomGrants.

## BENEFIT:

Additional community resources that prevent housing instability as a result of the COVID-19 pandemic. Target populations include BIPOC community's, and individuals/households with incomes <80% AMI.

## COST:

Costs related to this grant application will come in the form of staff time to complete the necessary steps in applying for funds. There will be a minimal administrative retention of funds to support funding allocations once Commerce awards the City of Spokane the CDBG-CV2 allocation of \$445,201.

# Spokane City Project Charter



## FUNDING:

WA Department of Commerce CDBG-CV2 funds (\$445,201). These are CDBG pass-through funds awards to Commerce by HUD as part of the original 2020 CARES Act allocation. All funding is subject to CDBG regulations (24 CFR Part 570).

## HIGH-LEVEL REQUIREMENTS

Review and approval of the grant application will be authorized by Cupid Alexander after the CHHS team has completed the application in ZoomGrants.

## ASSUMPTIONS AND RISKS:

Assumptions: The City of Spokane will be awarded the full amount of CDBG-CV2 funds: \$445,201.

Risks: The City of Spokane does not complete a successful Commerce CDBG-CV2 application and is denied funding (- \$445,201).

## CONSTRAINTS:

- Staffing time to complete the CDBG-CV2 application
- Unknown status of CHHS Director
- Application requirements are not completely know at this time
- Funding will likely take time to receive (contracting period)

## TIMELINE:

- City Council
  - Briefing at Urban Experience Committee on April 12, 2021
    - Briefing paper due to Danielle on March 31, 2021
    - Briefing Council regarding intend to apply for \$445,201 through Commerce
- Application Period
  - Thursday, April 1, 2021, and close the application on Friday, April 30, 2021.
  - May 2021 Commerce application review & award letters sent
  - June-July 2021 Contracting between Commerce & City of Spokane
  - June 30, 2023 Contract end date

## SPONSORSHIP & TEAM:

Project Team Members	Title/Department
George Dahl	CDBG Program Manager – CHHS
Margaret Hinson	COVID Program Manager – CHHS
Cassi Brown	Senior Grants Analyst – CHHS
Kelsey Martin	COVID Program Specialist – CHHS
Kelly Burnett	Grants Analyst – CHHS
Cupid Alexander	NHHS Division Director



# Spokane City Project Charter



## APPROVALS

Sponsor Signature: Cupid Alexander

Sponsor Name: **Cupid Alexander, NHHS Division Director**

Date: 03/25/2021

Project Manager Signature: \_\_\_\_\_

Project Manager Name: **George Dahl, CDBG Program Manager**

Date: **APPROVED**  
**By George Dahl at 2:14 pm, Mar 25, 2021**