

**SPECIAL MEETING NOTICE/AGENDA OF THE
URBAN EXPERIENCE COMMITTEE**

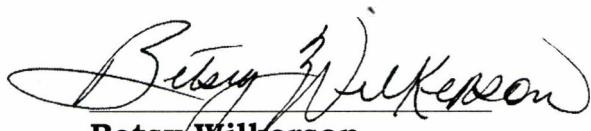
**MEETING OF THURSDAY, JANUARY 15, 2026
11:45 A.M. - CITY COUNCIL CHAMBERS**

A special meeting of the Urban Experience Committee will be held at **11:45 A.M. on Thursday, January 15, 2026**, in the City Council Chambers – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be open to the public. Public testimony on agenda items will be taken.

See Agenda Attached

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 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 509.625.6373, 808 W. Spokane Falls Blvd., Spokane, WA, 99201; or ddecorde@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.



Betsy Wilkerson
Council President



Terri L. Pfister
Spokane City Clerk

THE CITY OF SPOKANE CITY COUNCIL URBAN EXPERIENCE COMMITTEE



AGENDA FOR 11:45 A.M. THURSDAY, JANUARY 15, 2026

The Spokane City Council's Urban Experience Committee meeting will be held at **11:45 AM January 15, 2026**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2495 818 4723; meeting password 0320.

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 Urban Experience Committee meeting is regularly held every 2nd Monday of each month at 12:00 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken.

Public testimony will be taken on the committee's agenda. Use the following link to sign up to speak for 2 min on any and all items on this month's agenda:

<https://forms.gle/jXDGeWsg79FzxieL9>

AGENDA

I. Call to Order

II. Discussion Items

1. 4700 - MONTHLY PERMIT REPORT - TAMI PALMQUIST (10 minutes)
2. INFORMATIONAL REPORT PROGRESS PERIODIC UPDATE TO THE CITY'S COMPREHENSIVE PLAN, PLANSPOKANE 2046, INCLUDING CLIMATE PLANNING - TIRRELL BLACK (5 minutes)
3. RESOLUTION TO SET HEARING - ASTOR SOUTH OF SHARP VACATION - ELDON BROWN (5 minutes)
4. AMENDING ORDINANCE C-22136 TO RELEASE EASEMENTS - ELDON BROWN (5 minutes)
5. AMENDING ORDINANCE C-16154 TO RELEASE EASEMENTS - ELDON BROWN (5 minutes)
6. ORDINANCE IMPLEMENTING THE HOME STARTS HERE INITIATIVE - ADAM MCDANIEL/SPENCER GARDNER (5 minutes)
7. ORDINANCE UPDATING TRANSPORTATION DIVISION AND DEPARTMENTAL TITLES AS A RESULT OF THE ADOPTION OF ORDINANCE C36795 - ADAM MCDANIEL (10 minutes)
8. UPDATING POSITION AND DEPARTMENTAL TITLES AND CODE PROVISIONS TO CONFORM TO ORDINANCES C36752 AND C36795 - ADAM MCDANIEL (5 minutes)
9. EXTENSION OF INTERIM ZONING ORDINANCE FOR HEIGHT LIMITS - SPENCER GARDNER (5 minutes)
10. COMMUTE TRIP REDUCTION INTERLOCAL AGREEMENT RENEWAL - DELLA MUTUNGI (10 minutes)
11. APPROVAL OF PARK BOARD LEASE TO AMERICAN INDIAN COMMUNITY CENTER - NICK HAMAD (10 minutes)
12. CONTRACT APPROVAL FOR CDBG-CV FUNDS AWARD TO MEALS ON WHEELS - HEATHER PAGE (10 minutes)
13. ORDINANCE RELATING TO GOOD NEIGHBOR AGREEMENTS - PAUL DILLON (5 minutes)

III. Consent Items

1. ORDINANCE FOR ASTOR SOUTH OF SHARP VACATION (DEVELOPMENT SERVICES CENTER)
2. IMPOUND AND ABANDONED RV DISPOSAL SERVICES (POLICE)
3. CAMERON-REILLY, LLC. CONSTRUCTION CONTRACT / CSO 34-1 SPORT COURT IMPROVEMENTS (\$359,658.00+TAX) (PARKS - OPERATIONS)
4. MFTE CONDITIONAL AGREEMENT FOR 1777 AND 1841 E UPRIVER DR (PLANNING & ECONOMIC DEVELOPMENT)

IV. Public Testimony

V. Executive Session

Executive Session may be held or reconvened during any Urban Experience Committee meeting.

VI. Adjournment

VII. Next Meeting

Next Urban Experience Committee

The next meeting will be held at the special date and time of **11:00 AM. February 19, 2026.**

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 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 509.625.6373, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ddecorde@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.



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/15/2026

Committee Agenda type: Information Only

Council Meeting Date:

Submitting Dept	DEVELOPMENT SERVICES CENTER	Date Rec'd	12/22/2025
Contact Name/Phone	TAMI 6157	Clerk's File #	
Contact E-Mail	TPALMQUIST@SPOKANE CITY.ORG	Cross Ref #	
Agenda Item Type	Information Only - Committee	Project #	
Council Sponsor(s)	PDILLON	Bid #	
Sponsoring at Administrators Request	NO	Requisition #	
Lease? NO	Grant Related? NO	Public Works?	
Agenda Item Name	4700 - MONTHLY PERMIT REPORT		

Agenda Wording

Presentation of current permit information for Development Services Center

Summary (Background)

Presentation of current permit information for Development Services Center, including: (All stats are year-to-date through the end of the prior month.) - Total Building Permits Issued - Total Residential Units Issued

Multi-Family Housing Units Single-Family Residences Duplexes ADUs - Housing in the Pipeline In Plan Review
Scheduled for Pre-Development Multi-Family Tax Exemption Conditional Contracts - Largest Construction
Valuation Projects This Year

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost **\$**Current Year Cost **\$**Subsequent Year(s) Cost **\$****Narrative****Amount****Budget Account**

Select	\$	#

Funding Source**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence****Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept HeadDivision DirectorAccounting ManagerLegalFor the Mayor**Distribution List**

tpalmquist@spokanecity.org

akiehn@spokanecity.org



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/15/2026

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd

1/7/2026

Clerk's File #

Cross Ref #

Project #

Submitting Dept

PLANNING & ECONOMIC

Bid #

Contact Name/Phone

TIRRELL BLACK 509-625-6185

Requisition #

Contact E-Mail

TBLACK@SPOKANE CITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

PDILLON

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works?

Agenda Item Name

INFORMATIONAL REPORT PROGRESS PERIODIC UPDATE TO THE CITY'S

Agenda Wording

Staff update on PlanSpokane 2046. Update on chapter review efforts, upcoming public engagement opportunities, Update on draft alternatives (DEIS). Current project information on website: PlanSpokane.org.

Summary (Background)

Every ten years, cities and counties are required to complete a more thorough update to their Comprehensive Plans under the Growth Management Act (GMA). This work is outlined for each required element in RCW 36.70A.130. State law changes include an increased emphasis upon planning for housing and adding climate goals to all comprehensive plans. SEPA review of the revised comprehensive plan is required; the city anticipates a Draft EIS mid-December 2025. Draft chapter review and draft growth scenario information will be shared with the public at a series of public meetings in November 2025. PlanSpokane.org contains the meeting dates and locations.

What impacts would the proposal have on historically excluded communities?

This will be analyzed in Racially Disparate Impacts work around housing and in the Environmental Impact Statement.

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

Data sources for Environmental Impact Statement are from state and federal sources.

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

A five-year check in (due in 2031) will check population growth, housing unit production, greenhouse gas inventory and VMT (vehicle miles traveled). Other data required is yet to be established by WA Commerce.

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

Update to City's Comprehensive Plan will be reviewed by Plan Commission and adopted by City Council in 2026.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost **\$**Current Year Cost **\$**Subsequent Year(s) Cost **\$****Narrative****Amount****Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept HeadDivision DirectorAccounting ManagerLegalFor the Mayor**Distribution List**

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kdowney@spokanecity.org

eking@spokanecity.org



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 02/09/2026

Date Rec'd	1/7/2026
Clerk's File #	RES 2026-0003
Cross Ref #	ORD C36826
Project #	
Bid #	
Requisition #	

Submitting Dept DEVELOPMENT SERVICES CENTER

Contact Name/Phone ELDON BROWN 625-6305

Contact E-Mail EBROWN@SPOKANE CITY.ORG

Agenda Item Type Resolutions

Council Sponsor(s) BWILKERSON PDILLON

Sponsoring at Administrators Request NO

Lease? NO **Grant Related?** NO **Public Works?** YES

Agenda Item Name RESOLUTION TO SET HEARING - ASTOR SOUTH OF SHARP VACATION

Agenda Wording

Resolution to set Hearing for Vacating of Astor Street south of the alley that is south of Sharp Ave.

Summary (Background)

Gonzaga University has applied to vacate a portion of Astor Street to accommodate campus expansion and provide a pedestrian plaza that will include enhanced landscaping and pedestrian improvements that should aid with safety in the area. Continued access to existing utilities and to the adjacent St. Aloysius Catholic Parish will be provided.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost **\$**Current Year Cost **\$**Subsequent Year(s) Cost **\$****Narrative****Amount****Budget Account**

Revenue	\$ 9793.03	# 3200- 49199- 99999- 39510-99999
Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** One-Time**Other budget impacts (revenue generating, match requirements, etc.)**

This would generate \$9,793.03 in revenue.

Approvals**Additional Approvals**Dept Head MCDANIEL, ADAMDivision DirectorAccounting Manager ZOLLINGER, NICHOLASLegalFor the Mayor**Distribution List**

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edjohnson@spokanecity.org	akiehn@spokanecity.org
erivera@spokanecity.org	

P2506867VACA



Right-of-way Description:
Astor Street South of
the south line of the Boone-Sharp Alley

Legend

 Proposed Vacation

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

R E S O L U T I O N 2026-0003

WHEREAS, on October 11, 2025, the Spokane City Council received a petition for the vacation of Astor Street between the south line of vacated Boone Avenue and the south line of the alley south of Sharp Avenue , in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Astor Street between the south line of vacated Boone Avenue and the south line of the alley south of Sharp Avenue, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate Astor Street between the south line of vacated Boone Avenue and the south line of the alley south of Sharp Avenue, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on March 9, 2026 and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2026.

City Clerk

Approved as to form:

Assistant City Attorney



DATE: 10/27/2025 JOB #: #24042-0011.01
TO: City of Spokane
CC: Tomson Spink (Gonzaga University)
FROM: Wade Gelhausen
SUBJECT: Proposed Astor Street Vacation Application Written Narrative

Written Narrative

As stated on the vacation application, Gonzaga University (GU) has periodically and methodically been applying for, and receiving approval of, vacations of public right-of-way (ROW) within their campus area. This allows GU to control or prevent vehicular access to points inside the campus to provide safe and uninterrupted traversing of the campus by students, faculty, staff and visitors. The vacations also allow GU to enhance the vacated ROW with wider landscaped pathways that are blended with the campus.

In addition to the reasons stated above, GU is working with the St. Aloysius Catholic Parish properties located on just south of the proposed ROW to be vacated in Astor Street, to create a new pedestrian plaza for the benefit of the GU campus and the parish. The plaza will include enhanced landscaping and pedestrian improvements to create an attractive and inviting area and improves safety to the area by further controlling vehicular access to the area. A 15' ingress/egress easement will be granted by GU to the St. Aloysius Catholic Parish properties upon approval of the vacation (centered in the middle of the Astor Street ROW to be vacated) to maintain access to the parish properties.

Vacation Application Questions

Responses to the Below Questions

- Is the right-of-way no longer required for public use or access?
- How will the use of the right-of-way change after it becomes private property.
- Will the vacation result in any parcel of land being denied sole access to a public right-of-way?
- Are there any utilities in the right-of-way and if so do you plan to relocate them? If the utilities are not relocated, the City will retain no-build easements in the final vacation ordinance for the purveyors.

- 1) No, right-of-way is no longer required for public access in Astor Street south of the mid-block alley between Sharpe Avenue and the south line of vacated Boone Avenue.
- 2) The ROW vacated will be changed into a pedestrian plaza benefitting the GU campus and parish properties (as described above in the written narrative).
- 3) GU is partnering with the Catholic Parish to jointly use the vacated ROW and GU will dedicate a 15' ingress/egress easement to the St. Aloysius Catholic Parish properties upon approval of the vacation (centered in the middle of the Astor Street ROW to be vacated) to maintain access to the parish properties.
- 4) Yes, there are utilities running through the ROW proposed to be vacated. There is an existing 10" storm water main, an 8" sanitary sewer main, and 10" water main that are all City of Spokane utilities. The water main will likely be privatized by relocating the existing privatization vault north as part of the proposed vacation.



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 02/09/2026

Submitting Dept	DEVELOPMENT SERVICES CENTER	
Contact Name/Phone	ELDON BROWN	625-6305
Contact E-Mail	EBROWN@SPOKANE CITY.ORG	
Agenda Item Type	First Reading Ordinance	
Council Sponsor(s)	JBINGLE PDILLON	
Sponsoring at Administrators Request	NO	
Lease? NO	Grant Related? NO	Public Works? YES
Agenda Item Name	AMENDING ORDINANCE C-22136 TO RELEASE EASEMENTS	

Agenda Wording

First reading of new ordinances amending Ordinance C-22136

Summary (Background)

The owner of the property located at 321 N Helena is planning on building an addition to the existing structure located on that property. They will be attending a Pre-Development Conference at the City of Spokane and during the review, leading up to that meeting, City Staff noticed that the existing building, to be expanded, is currently built over some easements that were reserved within vacation Ordinances C-221136 and C-16154. The easements are no longer needed and City Staff wishes to release them by passing amending ordinances

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

NA

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost **\$**Current Year Cost **\$**Subsequent Year(s) Cost **\$****Narrative****Amount****Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept Head MACDONALD, STEVENDivision Director MACDONALD, STEVENAccounting Manager ZOLLINGER, NICHOLASLegal KAPAUN, MEGANFor the Mayor PICCOLO, MIKE**Distribution List**

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edjohnson@spokanecity.org	akiehn@spokanecity.org
erivera@spokanecity.org	

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36833

An ordinance amending ordinance C-22138 that vacated designated portions of a certain street and alleys in the City and County of Spokane, Washington, **and declaring an emergency.**

WHEREAS, the City Council of the City of Spokane having found that the public use and benefit will be served;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the following street and alleys:

1. Hogan Street from the south line of Front Avenue to a line drawn from the southeast corner of Lot 7 in Block 12 to the southwest corner of Lot 5 in Block 17, in Subdivision of School Section 16, Township 25 North, Range 43 E.W.M.;
2. All the unvacated portions of the Alley in Block 17, in Subdivision of School Section 16, Township 25 North, Range 43 E.W.N.; and
3. The south 80 feet of the Alley between ivory Street and Denver Street lying north of Front Avenue (being the remaining open portion of the Alley in Block 20 of Dennis and Bradley's Addition);

~~in the City and County of Spokane, Washington, be, and the same are hereby vacated, subject to the reservation of easement for the construction, repair and maintenance of public and private utilities and services.~~

~~Section 2. An urgency and emergency for the passage of this ordinance is hereby declared to, and does, exist, and the same shall take effect and be in force from and after its passage.~~

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

November 12, 1973

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. That the grade of Sierra Way from a point 94.8 feet westerly from the west curb line of Maple Street to the west curb line of Panorama Drive is hereby established at the following elevations above the datum plane:

SOUTH NORTH

Beginning at a point 94.8 feet westerly from the west curb line of Maple Street	2374.00	2374.00
thence easterly to the west curb line of		
Maple Street	2375.40	2375.40
thence easterly to the east curb line of		
Maple Street	2375.40	2375.40
thence easterly 47 feet to a point	2375.69	2375.77
thence easterly 50 feet along a vertical		
curve to a point	2375.68	2375.70
thence easterly 50 feet along a vertical		
curve to a point	2375.04	2375.04
thence easterly to the west curb line		
of Panorama Drive	2372.80	2372.80

Section 2. All ordinances and parts of ordinances in conflict herewith, are hereby repealed.

Section 3. This ordinance shall take effect and be in force from and after its passage, as an urgency and emergency for the passage of this ordinance is hereby declared to exist and does exist.

Passed the City Council September 4, 1973.

DAVID H. RODGERS, Mayor.

Attest: A. G. ESPE, City Clerk.

ORDINANCE NO. C-22138

An ordinance vacating designated portions of a certain street and alleys in the City and County of Spokane, Washington, and declaring an emergency.

WHEREAS, the City Council of the City of Spokane having found that the public use and benefit will be served;—Now, Therefore,

The City of Spokane does ordain:

Section 1. That the following street and alleys:

1. Hogan Street from the south line of Front Avenue to a line drawn from the southeast corner of Lot 7 in Block 12 to the southwest corner of Lot 5 in Block 17, in Subdivision of School Section 16, Township 25 North, Range 43 E.W.M.;
2. All the unvacated portions of the Alley in Block 17, in Subdivision of School Section 16, Township 25 North, Range 43 E.W.M.; and
3. The south 80 feet of the Alley between Ivory Street and Denver Street lying north of Front Avenue (being the remaining open portion of the Alley in Block 20 of Dennis and Bradley's Addition);

in the City and County of Spokane, Washington, be, and the same are hereby vacated, subject to the reservation of easements for the construction, repair and maintenance of public and private utilities and services.

Section 2. An urgency and emergency for the passage of this ordinance is hereby declared to, and does, exist,

ORDINANCE NO. C-22136

An Ordinance to establish the grade of Sierra Way from a point 94.8 feet westerly from the west curb line of Maple Street to the west curb line of Panorama Drive and declaring an emergency.

and the same shall take effect and be in force from and after its passage.

Passed the City Council September 4, 1973.

DAVID H. RODGERS, Mayor.

Attest: A. G. ESPE, City Clerk

Easement Map



Legend

- Existing Easement Reserved in Ord C-22138 to be released
- Easements reserved in Ord C-16154 to be released

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



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 02/09/2026

Date Rec'd	12/11/2025
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept DEVELOPMENT SERVICES CENTER

Contact Name/Phone ELDON BROWN 625-6305

Contact E-Mail EBROWN@SPOKANE CITY.ORG

Agenda Item Type First Reading Ordinance

Council Sponsor(s) JBINGLE PDILLON

Sponsoring at Administrators Request NO

Lease? NO **Grant Related?** NO **Public Works?** YES

Agenda Item Name AMENDING ORDINANCE C-16154 TO RELEASE EASEMENTS

Agenda Wording

First reading of new ordinances amending Ordinance C-16154

Summary (Background)

The owner of the property located at 321 N Helena is planning on building an addition to the existing structure located on that property. They will be attending a Pre-Development Conference at the City of Spokane and during the review, leading up to that meeting, City Staff noticed that the existing building, to be expanded, is currently built over some easements that were reserved within vacation Ordinances C-221136 and C-16154. The easements are no longer needed and City Staff wishes to release them by passing amending ordinances.

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

NA

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost **\$**Current Year Cost **\$**Subsequent Year(s) Cost **\$****Narrative****Amount****Budget Account**

Select	\$	#

Funding Source**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?**

NA

Expense Occurrence**Other budget impacts (revenue generating, match requirements, etc.)**

NA

Approvals**Additional Approvals**Dept Head MACDONALD, STEVENDivision Director MACDONALD, STEVENAccounting Manager ZOLLINGER, NICHOLASLegal KAPAUN, MEGANFor the Mayor PICCOLO, MIKE**Distribution List**

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akiehn@spokanecity.org	erivera@spokanecity.org

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36832

An ordinance amending Ordinance C-16154 that vacated a portion of the alley in Block 17, Subdivision of School Section 16, Township 25 North, Range 43 East of the Willamette Meridian, in the City of Spokane.

The City of Spokane does ordain:

Section 1. That the portion of the alley in Block 17, Subdivision of School Section 16, Township 25 North, Range 43 East of the Willamette Meridian, Spokane, Washington, lying between the extended south boundary lines of Lots 1 and 8, said Block 17, and the northern boundary line of the Great Northern Railway Company right of way, be, and the same is hereby vacated: ~~Provided, however, that the city retains an easement or the right to exercise and grant easements in respect to the vacated land for electrical transmission lines and facilities and a telephone plant as the same now exist.~~

Section 2. This ordinance shall take effect and be in force thirty days from and after its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

ORDINANCE NO. C16154 (By McKenna)

An ordinance vacating a portion of the alley in Block 17, Subdivision of School Section 16, Township 25 North, Range 43 East of the Willamette Meridian, in the City of Spokane.

The City of Spokane does ordain:

Section 1. That that portion of the alley in Block 17, Subdivision of School Section 16, Township 25 North, Range 43 East of the Willamette Meridian, Spokane, Washington, lying between the extended south boundary lines of Lots 1 and 8, said Block 17, and the northern boundary line of the Great Northern Railway Company right of way, be, and the same is hereby vacated: Provided, however, that the city retains an easement or the right to exercise and grant easements in respect to the vacated land for electrical transmission lines and facilities and a telephone plant as the same now exist.

Section 2. This ordinance shall take effect and be in force thirty days from and after its passage.

Passed the City Council September 14, 1959.

F. G. SUTHERLIN, Mayor.

Attest: A. A. BROWN, City Clerk.

Easement Map



Legend

- Existing Easement Reserved in Ord C-22138 to be released
- Easements reserved in Ord C-16154 to be released

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



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 02/02/2026

Date Rec'd

1/7/2026

Clerk's File #

ORD C36830

Cross Ref #

Project #

Bid #

Requisition #

Submitting Dept

MAYOR

Contact Name/Phone

ADAM 6779

Contact E-Mail

AMCDANIEL@SPOKANE CITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON SDIXIT

Sponsoring at Administrators Request

YES

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

ORDINANCE IMPLEMENTING THE HOME STARTS HERE INITIATIVE

Agenda Wording

An ordinance implementing the HOME Starts Here Initiative to reduce housing and childcare costs by streamlining design review requirements; amending Sections 04.12.040, 04.12.080, 17C.255.500, and 17G.070.100; repealing Chapters 04.13, 17G.030, and 17G.040; and adopting a new Section 04.12.085 and Chapter 17G.041 of the Spokane Municipal Code.

Summary (Background)

The City's Comprehensive Plan Policy DP 2.8 (Design Review Process) calls for the City to "Apply design guidelines through a review process that relies on the expertise of design professionals and other community representatives to achieve the design performance that meets or exceeds citizens' quality of life expectations". RCW 36.70A.630 requires that any design review process must be conducted concurrently with the consolidated review and decision process for project permits, and no design review process may include more than one public meeting. RCW 36.70.635 limits middle housing to an administrative design review process only. This ordinance Integrates design review process into the Plan Commission through the creation of a Plan Commission Design Review Subcommittee. The ordinance establishes an administrative review process for middle housing projects and limits design review to one public meeting pursuant to new state law. Additionally the ordinance exempts childcare facility projects from design review and exempts projects converting a commercial use to residential use from the design review process when the project is triggered only by façade modifications totaling 25% or more.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept Head MCDANIEL, ADAMDivision DirectorAccounting ManagerLegalFor the Mayor**Distribution List**

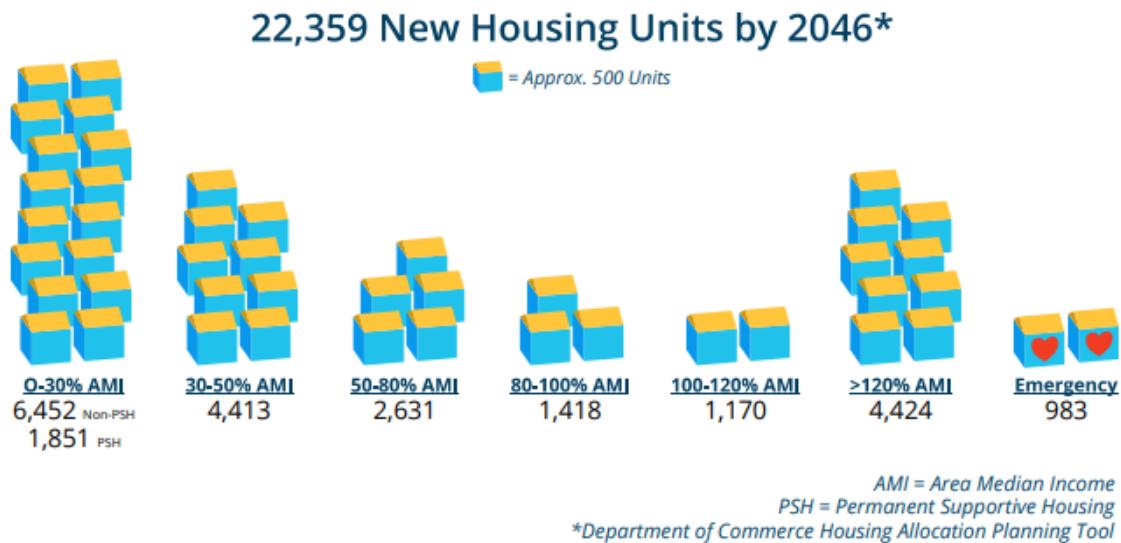
ORDINANCE NO C36830

An ordinance implementing the HOME Starts Here Initiative to reduce housing and childcare costs by streamlining design review requirements; amending Sections 04.12.040, 04.12.080, 17C.255.500, and 17G.070.100; repealing Chapters 04.13, 17G.030, and 17G.040; and adopting a new Section 04.12.085 and Chapter 17G.041 of the Spokane Municipal Code.

WHEREAS, the H.O.M.E. Starts Here Initiative seeks to reduce the number of Spokane residents who are housing cost-burdened, add new housing units at all income levels, and expand the city's homeownership rate; and

WHEREAS, Spokane needs more than 22,000 housing units by 2046; and

Exhibit 2: Housing Target



Source: City of Spokane, 2024.

WHEREAS, the City's Comprehensive Plan Policy DP 2.8 (Design Review Process) calls for the City to "Apply design guidelines through a review process that relies on the expertise of design professionals and other community representatives to achieve the design performance that meets or exceeds citizens' quality of life expectations"; and

WHEREAS, RCW 36.70A.630 requires that any design review process must be conducted concurrently with the consolidated review and decision process for project permits, and no design review process may include more than one public meeting; and

WHEREAS, RCW 36.70.635 limits middle housing to an administrative design review process only; and

WHEREAS, the Downtown Spokane Partnership Housing Action Plan, funded by the City of Spokane, set a target of 3,200 net new market-rate housing units in downtown Spokane over the next ten years; and

WHEREAS, the Downtown Spokane Partnership Housing Action Plan suggests a combination of incentives, infrastructure investment, and policy changes, including zoning reform to achieve the target of 3,200 new market-rate housing units in downtown Spokane; and

WHEREAS, the Downtown Plan supports the City exploring ways to strengthen incentives for workforce multi-family development and the rehabilitation of historic structures downtown, including zoning and permitting incentives or other programs like design review;

WHEREAS, the Brown Administration and City Council aim to streamline the City's design review process to encourage the conversion of underutilized commercial properties into housing and new childcare facilities.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.12.040 of the Spokane Municipal Code is amended to read as follows:

Section 04.12.040 Liaison Members

- A. The ~~((city council))~~ City Council shall appoint one ~~((city council))~~ City Council member to serve as a liaison to the ~~((commission))~~ Plan Commission and shall also appoint an alternate ~~((city council))~~ City Council member to serve in the absence of the liaison.
- B. The ~~((community assembly))~~ Community Assembly shall nominate a qualified neighborhood council member ~~((of the assembly))~~ to serve as a liaison to the ~~((plan commission))~~ Plan Commission, subject to confirmation by the ~~((mayor))~~ Mayor and appointment by the ~~((city council))~~ City Council. Additionally, the Community Assembly may nominate an additional qualified neighborhood council member to serve as a liaison to the Plan Commission's Design Review Subcommittee, subject to confirmation by the Mayor and appointment by the City Council.
- C. The liaison members shall be non-voting participants in commission business.

Section 2. That Section 04.12.080 of the Spokane Municipal Code is amended to

read as follows:

Section 04.12.080 Duties

A. Work Plan.

1. The City Council will, by resolution, adopt a Work Plan which assigns certain policy and planning issues for consideration of the ((commission)) Plan Commission.
2. The Work Plan may be amended by resolution periodically for the removal of completed tasks and the addition of new ones.

B. Emergency or Interim Council Action.

The City Council may, by ordinance, amend the Unified Development Code without review by the Plan Commission and without following other procedures in [SMC 17G.025.010](#). Such action shall be limited to emergency actions necessary to preserve the immediate health and safety of residents, or to interim zoning controls or moratoria for which a work plan is established pursuant to RCW 36.70A.390. All such action shall provide public notice and solicit public comment as appropriate and required by City and state law.

C. Design Review

The Plan Commission shall conduct the Standard Design Review process as described in SMC Chapter 17G.041.

Section 3. That there is adopted a new Section 04.12.085 to Chapter 04.12 of the Spokane Municipal Code to read as follows:

Section 04.12.085 Design Review

- A. The Plan Commission shall review projects required to follow the Standard Design Review process provided in the Unified Development Code. Such a review shall be permitted to occur through a Design Review Subcommittee established by the Plan Commission.
- B. The Plan Commission may convene a subcommittee on an ad hoc basis to conduct the Standard Design Review process. The Plan Commission may appoint Plan Commission members to the Design Review Subcommittee on a standing or ad hoc basis. The Design Review Subcommittee shall include the Plan Commission's Community Assembly liaison or an additional qualified neighborhood council member to serve as a liaison to the Plan Commission's Design Review Subcommittee.

- C. The Plan Commission may appoint design professionals to the Design Review Subcommittee, including but not limited to architects, landscape architects, urban designers, civil/structural engineers, real estate developers, and members of the building trades, to assist in the review of the project subject to Standard Design Review.
- D. Any meeting of the Plan Commission's Design Review Subcommittee shall be subject to the Open Public Meetings Act under RCW 42.30.

Section 4. That Chapter 04.13 of the Spokane Municipal Code is hereby repealed.

Section 5. That Section 17C.255.500 of the Spokane Municipal Code is amended to read as follows:

Section 17C.255.500 Design Standards Implementation

- A. The design standards found in [SMC 17C.255.500](#) through [SMC 17C.255.530](#) follow [SMC 17C.255.015](#), Design Standards Administration. Design standards are in the form of Requirements (R), Presumptions (P), and Considerations (C). An applicant may apply to the ((Design Review Board pursuant to the procedures set forth in [chapter 17G.040 SMC](#), and the board may)) [City](#) following the design review process provided in SMC 17G.041 and the [Plan Commission](#) may recommend approval of alternatives to strict compliance, upon a finding that the alternative satisfies the decision criteria for a design departure ((in SMC 17G.030.040)). All skywalks are subject to design review and are subject to a design review process, and shall follow the skywalk design guidelines.
- B. Skywalks must meet the design standards found in [SMC 17C.255.500](#) through [SMC 17C.124.530](#) and follow the skywalk design guidelines. To allow new development to better respond to the unique character of its surroundings, the ((design review board's)) [Plan Commission's](#) recommendations to the ((planning director)) [Planning Director](#) may include flexibility from the design standards if the ((board)) [Plan Commission](#) determines that the proposal meets the intent of the design standards and the skywalk design guidelines. See the Skywalk Design Guidelines and the Design Review Application Handbook for an outline of the design review process.

Section 6. That Chapter 17G.030 of the Spokane Municipal Code is hereby repealed.

Section 7. That Chapter 17G.040 of the Spokane Municipal Code is hereby repealed.

Section 8. That there is adopted a new Chapter 17G.041 of the Spokane Municipal

Code to read as follows:

Chapter 17G.041 Streamlined Design Review

17G.041.010	Purpose
17G.041.020	Public Projects Subject to Design Review
17G.041.030	Downtown Projects Subject to Design Review
17G.041.040	Other Projects Subject to Design Review
17G.041.050	Standard Design Review
17G.041.060	Administrative Design Review
17G.041.070	Design Departures
17G.041.080	Design Review Recommendations

Chapter 17G.041 Streamlined Design Review

Section 17G.041.010 Purpose

- A. The purpose of design review is to ensure that new development and significant redevelopment achieve a minimum quality of design, enhance livability, and improve the quality and characteristics of the surrounding area.
- B. Design review is applied to public projects and structures to uphold the highest design standards and ensure neighborhood compatibility.

Section 17G.041.020 Public Projects Subject to Design Review

- A. All projects sponsored by a public agency or utilizing public funds shall be subject to design review, unless otherwise exempted under this section.
- B. The following public projects are exempt from the design review process:
 1. Maintenance or repair work;
 2. Interior modifications;
 3. Minor changes to exterior facades (less than 25% of the building facade facing the public right-of-way);
 4. Minor additions to existing structures;
 5. Minor structures related to public infrastructure, such as pump houses and

storage sheds, unless such elements are part of a larger project;

6. Transportation projects in the public right-of-way;
7. Structures for which design review is impractical, such as wellheads, electrical substations, and playground equipment, unless such elements are part of a larger project;
8. Projects for which there is a separate public process in which the public has an adequate opportunity to provide feedback on the placement and design of public structures. The Planning Director shall determine if the separate public process is sufficient for exempting the project from the City's design review process.
9. Projects where public funding constitutes a minority of overall project funding; and
10. Projects using public funds where the primary use will be residential or a child day care center, unless the structure triggers the design review process through some other aspect of the public project.

C. Design review of public projects shall be performed using the Public Projects and Structures Design Guidelines.

D. The Planning Director shall have authority to require design review for public projects notwithstanding an exemption if such review is determined to be in the public interest.

Section 17G.041.030 Downtown Projects Subject to Design Review

A. All projects in a downtown zone requiring a building permit that meet any of the following criteria shall be subject to the design review process:

1. New structures with a floor area of twenty-five thousand (25,000) square feet or greater;
2. Modifications of more than twenty-five percent (25%) of a building facade facing the public right-of-way; or
3. Sidewalk encroachments for private use.

B. The following downtown projects are exempt from the design review process:

1. Projects converting a commercial use to a residential use, where design review is triggered by the modification of twenty-five percent (25%) or more of the building's facade;
2. Projects where the primary use is a child day care center as defined by RCW 43.216.010;
3. Temporary business signs, such as sandwich or A-frame signs;
4. Standard kiosks, such as for newspapers or pamphlets;
5. Benches, streetlamps, water fountains, bike racks, and other street furniture;
6. Traffic and wayfinding signage and lights installed by or on behalf of the City of Spokane;
7. Street trees; and
8. Temporary or seasonal installations, such as sidewalk cafes, parklets, and other installations subject to a special event permit.

C. Design review of downtown projects shall be performed using the Downtown Design Guidelines, except that all sidewalk encroachments shall be reviewed using the Citywide Design Guidelines.

Section 17G.041.040 Other Projects Subject to Design Review

- A. Projects establishing or modifying a skywalk over the public right-of-way shall be subject to the standard design review process.
- B. When required under SMC 17C.350.040, Mini-Storage Facilities shall follow the Standard Design Review process. Mini-Storage projects in a downtown zone shall use the Downtown Design Guidelines. Mini-Storage projects in other zones shall use the Mini-Storage Design Guidelines.

- C. Any project for which the Unified Development Code identifies a requirement for Design Review and which does not fall into a category provided above shall follow the guidelines most relevant to the project as determined by the Planning Director.

Section 17G.041.050 Standard Design Review

- A. Standard Design Review consists of one open public meeting pursuant to state law in which the project applicant shall present the details of the proposed project design, where members of the Plan Commission or a subcommittee of the Plan Commission may provide comment.
- B. Following the public meeting, City staff shall prepare recommendations signed by the Plan Commission President or designee and provided to the applicant.
- C. The project applicant and City staff shall provide any documentation necessary to facilitate the design review process.
- D. Recommendations shall be non-binding upon the applicant as a condition of project approval.

Section 17G.041.060 Administrative Design Review

- A. Administrative Design Review shall consider the same criteria and design guidelines as the Standard Design Review process.
- B. Administrative Design Review applies to minor projects in which the standard design review process is not likely to achieve additional public benefits. Pursuant to state law, middle housing projects shall follow the Administrative Design Review process if design review applies. Any project not considered a minor project shall be subject to the Standard Design Review process.
- C. Administrative Design Review shall be performed by the Development Services Department and Planning and Economic Development Services staff and does not require a public meeting.

Section 17G.041.070 Design Departures

- A. Design departures may be sought for any requirements within the Unified Development Code identified as Requirements (R) or Presumptions (P).

- B. Projects requiring design departure shall follow the Administrative Design Review process.
- C. Review of design departures shall be performed using the Citywide Design Guidelines unless the project would otherwise be subject to another set of design guidelines.

Section 17G.041.080 Design Review Recommendations

- A. The recommendations of the Design Review Subcommittee shall be addressed to the City official responsible for permit approval and are advisory.
- B. A unanimous recommendation of the Design Review Subcommittee shall be included by the responsible City official as a condition of permit approval unless the responsible City official determines that the recommendation cannot be included due to a conflict with other requirements or similar limitations, including but not limited to:
 1. The recommendation does not properly apply the design criteria;
 2. The recommendation exceeds the authority of the Plan Commission;
 3. The recommendation conflicts with SEPA conditions or other regulatory requirements applicable to the site; or
 4. The recommendation conflicts with the requirements of state or federal law.
- C. The responsible City official may consider non-unanimous recommendations of the Design Review Subcommittee for inclusion as conditions of permit approval.
- D. The responsible City official may consider recommendations from an Administrative Design Review for inclusion as conditions of permit approval.

Section 9. That Section 17G.070.100 of the Spokane Municipal Code is amended to read as follows:

Section 17G.070.100 Design Standards

- A. Purpose.

The base zone development standards are designed for most standard lots and uses in the City. A planned unit development may be used to request different development standards that are needed for sites ((which)) that contain unusual topography, critical areas, resource lands, historic and cultural sites, and developments that require flexibility in the development standards to achieve a superior design ((which)) that can implement the goals and policies of the City's comprehensive plan. A planned unit development may also be used to encourage economic development and infill opportunities as described in [SMC 17G.070.010](#).

B. Applicability.

The standards of the .100's series of this section apply to the site design and uses in the planned unit development. The design standards apply to all planned unit developments, whether allowed by right, allowed with limitations, or subject to a conditional use review.

C. The design standards and guidelines found in this chapter follow the design standards administration, [SMC 17C.111.015](#). All projects must address the pertinent design standards and guidelines. 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. The City will expect to see how the design of a project has responded to every one of the guidelines. An applicant may seek relief through ((chapter 17G.030.SMC)) the design departure procedures provided in SMC Chapter 17G.041((, Design Departures,)) for those eligible standards and guidelines contained in the zoning code.

Section 10. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 11. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

City Clerk

Mayor

Approved as to form:

City Attorney

Date

Effective Date



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 02/02/2026

Date Rec'd

1/7/2026

Clerk's File #

Cross Ref #

Project #

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

ADAM 625-6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANE CITY.ORG

Agenda Item Type

Final Reading Ordinance

Council Sponsor(s)

PDILLON KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

ORDINANCE UPDATING TRANSPORTATION DIVISION AND DEPARTMENTAL

Agenda Wording

An ordinance updating divisional and departmental titles as a result of the adoption of Ordinance C36795; amending Sections 04.40.080, 08.02.083, 10.63.020, 10.63.090, 10.63.100, 10.70.070, 10.70.080, 12.01.010, 16A.04.100, 16A.05.060, 16A.06.010, 16A.06.020, 16A.06.060, 16A.06.070, 16A.06.080, 16A.06.090, 16A.07.010, 16A.07.060, 16A.07.070, and 16A.61.5703; and repealing Sections 16A.60.010, 16A.62.010, 16A.65.010, and 16A.84.010 of the Spokane Municipal Code.

Summary (Background)

Council is expected to adopt ordinance C36795 which reorganizes City departments and divisions. This ordinance would make additional amendments to related department provisions in the Spokane Municipal Code to conform to Ordinance C36795.

What impacts would the proposal have on historically excluded communities?

Not applicable

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

Not applicable

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

Not applicable

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

Ordinance makes amendments to Spokane Municipal Code to conform to the administrative and department reorganization under C36795. that

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept HeadDivision DirectorAccounting ManagerLegalFor the Mayor**Distribution List**

ORDINANCE NO. C36835

An ordinance updating divisional and departmental titles as a result of the adoption of Ordinance C36795; amending Sections 04.40.080, 08.02.083, 10.63.020, 10.63.090, 10.63.100, 10.70.070, 10.70.080, 12.01.010, 16A.04.100, 16A.05.060, 16A.06.010, 16A.06.020, 16A.06.060, 16A.06.070, 16A.06.080, 16A.06.090, 16A.07.010, 16A.07.060, 16A.07.070, and 16A.61.5703; and repealing Sections 16A.60.010, 16A.62.010, 16A.65.010, and 16A.84.010 of the Spokane Municipal Code.

WHEREAS, the Spokane City Council adopted Ordinance C36795, which established the Transportation and Sustainability Division; and

WHEREAS, the Transportation and Sustainability Division consists of the Street Department and the Parking Services Department; and

WHEREAS, parking services duties were formerly the responsibility of the Code Enforcement Department; and

WHEREAS, this ordinance makes updates to the divisional and department titles to reflect the creation of the Transportation and Sustainability Division as well as the creation of the Parking Services Department within the division.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 04.40.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.40.080 Duties and Responsibilities

The Transportation Commission shall have the following duties and responsibilities:

- A. The Transportation Commission shall study significant transportation issues and make recommendations to the Mayor and Council, consistent with Chapter 16A.84 and Chapter 17H.020 of the Spokane Municipal Code and the City's Comprehensive Plan (Transportation Element), and with due regard for the following considerations:
 1. Meet mobility needs by providing complete and connected facilities for all transportation options, including walking, bicycling, public transportation, private vehicles, and other choices.
 2. Promote healthy communities by providing and maintaining a safe transportation system with viable active mode options that ((provides)) provide for the needs of all travelers, particularly the most vulnerable users.

3. Consistent with a complete and connected network, encourage open, accessible, internal multi-modal transportation connections to adjacent properties and streets on all sides.
4. Study and promote technological advancements in transportation infrastructure design, materials, and methods that improve safety, reduce maintenance costs, and enhance performance.
5. Prioritize the safety of people walking, pursuant to [SMC 16A.84.020](#).
6. Collaborate with the Plan Commission to make recommendations for the City's transportation system that further the goals of the Comprehensive Plan and support the City's vision for the development and redevelopment of land.

B. The Transportation Commission may consider and make recommendations on specific transportation projects as determined by the annual work plan and upon request by City staff or major stakeholders.

C. Six-Year Comprehensive Street Program - The Transportation Commission, in consultation with the Plan Commission, shall review and make recommendations on street improvements as part of the Six-Year Comprehensive Street Program. The Transportation Commission shall review requested exceptions to the Complete Streets Program as required by SMC Chapter 17H.020. Transportation and Sustainability Division and Integrated Capital Management Department staff shall provide ((staff)) support to the Transportation Commission to help fulfill this duty.

D. Transportation Benefit District - The Transportation Commission shall make recommendations to the City Council regarding a comprehensive program for the following programs:

1. Use of Transportation Benefit District (TBD) program funds; and
2. Use of funds allocated by the Street Department for residential/local access street maintenance; and
3. Required investments in pedestrian improvements per [SMC 08.16.060](#).

The Transportation and Sustainability Division, Transportation Benefit District (TBD) Administrator, and the Integrated Capital Management Department shall provide staff support to the Transportation Commission to help fulfill this duty. The Street Department shall assist with the identification of residential/local access streets appropriate for repair.

E. Bicycle Master Plan - The Transportation Commission, in consultation with the Plan Commission and Bicycle Advisory Board, may initiate revisions to the Bicycle Master Plan and recommend projects and policies that support bicycling as a viable and safe form of transportation in the city of Spokane. The Transportation and Sustainability Division, Planning and Economic Development Services Department, and Integrated Capital Management Department shall provide staff support to the Transportation Commission to help fulfill this duty.

F. Pedestrian Master Plan - The Transportation Commission, in consultation with the Plan Commission, shall review and recommend updates to the Pedestrian Master Plan as required by [SMC 16A.84.030](#). The Transportation and Sustainability Division, Planning and Economic Development Services Department, and Integrated Capital Management Department shall provide staff support to the Transportation Commission to help fulfill this duty.

G. Parking System - The Transportation Commission shall make recommendations for changing parking rates for on-street parking and recommend policies or projects to improve the parking environment. The Transportation Commission shall make funding recommendations for Parking System Fund eligible projects and activities as prioritized by the City Council in [SMC 07.08.130](#). The ~~((City Parking Manager and the Code Enforcement and))~~ Transportation and Sustainability Division through the Parking Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.

H. Spokane Safe Streets for All Program - The Transportation Commission shall make annual recommendations to the City Council on the following:

1. the addition, relocation, or removal of automated traffic safety cameras consistent with [Chapter 16A.64](#) of the Spokane Municipal Code and state law;
2. Recommendations for projects and priorities to be funded by revenues generated from automated traffic safety cameras, consistent with state and local provisions governing the use of such funds; and
3. the operation of the automated safety program and any contracts associated with its implementation.

The Commission may make recommendations more frequently than annually as needed. Nothing in this subsection shall affect camera locations, projects, or expenditures previously approved by the City Council as of the effective date of this ordinance. The Transportation and Sustainability Division, the Manager of Neighborhood Connectivity Initiatives, and the Integrated Capital Management Department shall provide staff support to the Transportation Commission to help fulfill these duties.

- I. Annual Report – The Transportation Commission shall issue an annual report on the state of transportation in the city of Spokane. This report shall include the status of transportation projects, progress of Complete Streets Implementation, transportation improvement expenditures, revenues, construction schedules, any newly acquired data and predictive analytics, and the status and outcome of any transportation studies. Pursuant to RCW 36.73.160, the report shall satisfy the reporting requirements of the Transportation Benefit District.
- J. Annual Work Plan - The Transportation Commission shall establish an annual work plan in consultation with the Director of Transportation and Sustainability in coordination with the directors of Integrated Capital Management, Planning and Economic Development Services, Street Department, ((Code Enforcement and)) Parking Services, the Transportation Benefit District Administrator, and the Manager of Neighborhood Connectivity Initiatives. The annual work plan shall be adopted by the City Council.
- K. At least once per year, the Commission shall convene an ad hoc subcommittee, composed of Commission members and city staff, to review the details of all collisions occurring in the prior year that involve vehicles, bicycles, and/or pedestrians and which result in death or serious injury on public ways within the City. After such review, the ad hoc subcommittee may propose design modifications to enhance roadway safety. Such recommendations need not be limited to the particular location of the incident and may propose system-wide changes if appropriate. The ad hoc subcommittee shall present its findings to the full commission either separately or as part of an annual report on fatal and serious injuries in the public way.
- L. The Commission shall meet no less than once per month, and may meet more frequently as needed or cancel regular meetings as circumstances may dictate.

Section 2. That Section 08.02.083 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.083 Fees & Charges

- A. Fees for services related to parking provided through the City of Spokane's ((Code Enforcement and)) Parking Services Department, and penalties for traffic infractions provided by schedules adopted by court rule, or as specifically provided in Title 16A SMC or state statute, shall be posted under the [City of Spokane Parking Fee Schedule](#) as established by City Council resolution. The [City of Spokane Parking Fee Schedule](#) shall be posted on the City's website.
- B. The Parking ((Manager)) [Services Department](#) shall review and update the [City of Spokane Parking Fee Schedule](#) and bring it to the City Council for approval on an annual basis.

C. Paid Parking Zone Rates.

1. It is the intent of the City Council to establish a target occupancy rate of eighty-five percent for all Paid Parking Zone spaces within the City of Spokane. Occupancy rate refers to the percentage of Paid Parking Zone spaces that are occupied by vehicles. The establishment of the target occupancy rate of at least eighty-five percent is based on well-accepted planning studies as well as the example of other municipalities. The City Council finds that the establishment of the target occupancy rate of eighty-five percent is an effective strategy for managing on-street parking and congestion.
2. The City Council establishes a range of time limits from fifteen minutes to eleven hours. The ~~((parking manager))~~ Parking Services Department shall set the time limit of each parking zone, consistent with achieving the at least eighty-five percent target utilization rate, based upon parking occupancy data and community input.
3. Parking rates to be charged at parking payment devices, for parking in ~~((city))~~ City rights-of-way and other ~~((city-controlled))~~ City-controlled parking areas under the jurisdiction of the City of Spokane shall be within rate limits established by this section. Rates may vary according to location, time of day, length of stay, maximum parking time allowed, the capabilities of available parking payment devices, and any other factors the ~~((Parking Manager))~~ Parking Services Department determines are pertinent.
4. The ~~((Parking Manager))~~ Parking Services Department is authorized to set parking rates up to the "Maximum Hourly Rate" of \$3.00 per hour as set forth on the [City of Spokane Parking Fee Schedule](#). When parking rates are in effect, parking rates shall be set no lower than the "Minimum Hourly Rate" of \$0.50 per hour as set forth on the [City of Spokane Parking Fee Schedule](#).
5. The ~~((Parking Manager))~~ Parking Services Department shall establish on-street parking rates and shall adjust parking rates higher (up to the maximum hourly rate) or lower (as low as the minimum hourly rate) in established paid parking zones based on the established target occupancy rate of at least eighty-five percent.
6. The ~~((Parking Manager))~~ Parking Services Department may adjust the parking fee by increments no larger than fifty cents per hour.
7. Parking rates may be adjusted no more frequently than twice per fiscal year.
8. Current parking rates shall be posted to the City's website.

D. Golf Cart Registration Decal.

The fee for an annual golf cart registration decal is fifty dollars.

Section 3. That Section 10.63.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.63.020 Definitions

The following definitions apply to the terms in this chapter unless a different definition is expressly provided:

Term	Definition
Abate	Abate means to repair, replace, remove, destroy, or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as the City determines is necessary in the interest of the general health, safety, and welfare of the community.
Abatement Order	An appealable order, supported by specific factual findings, issued by the Code Enforcement ((and Parking Services)) Department, which directs the owner of a property to take certain specific steps, within a specific period of time, to ensure that the relevant property is in compliance with this chapter.
City	City of Spokane
Code Compliance Officer	A regular or special commissioned officer
Evidence of Foreclosure Status	Any condition that, on its own or combined with other conditions present, would lead a reasonable person to believe that the property is a Foreclosure Property. Such conditions include, but are not limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or debris; statements by neighbors, passersby, delivery agents, or government employees that the property is in foreclosure; the presence of boards over

	doors, windows or other openings in violation of applicable building code; and for residential properties, the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential habitation.
Foreclosure	The legal processes described in Title 61, Revised Code of Washington, in which a mortgagee or other lien holder terminates a property owner's equitable right of redemption to obtain legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. For purposes of this section, the foreclosure process is not concluded until the property obtained by the mortgagee, lien holder, or their designee, by certificate of title or other means, is sold to a non-related, bona fide purchaser in an arms'-length transaction to satisfy the debt or lien.
Foreclosure Property	A property that is (1) under a current notice of default and/or notice of trustee's sale; (2) the subject of a pending tax assessor's lien sale; (3) the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; (4) a property title to which has been transferred under a deed in lieu of foreclosure/sale, or (5) subject to a contract forfeiture. Property acquired by Spokane County at a tax foreclosure sale under chapter 84.64 RCW is not "Foreclosure Property" within the meaning of this section. For purposes of this section, a property remains a Foreclosure Property until it is sold at an arms'-length transaction to a non-related bona fide purchaser or until the foreclosure action has been dismissed and any default has been cured.
Graffiti	Graffiti means the unauthorized writing, painting, drawing, inscription, figure, or mark of any type that has been placed upon property through the use of paint, ink, chalk, dye, markers, objects, adhesive

	material, or any other substance capable of marking property.
Impound	To take and hold a vehicle in legal custody.
Inoperable Vehicle	A vehicle incapable of operating legally on a public highway, including but not limited to not having a current or valid registration plate.
Junk Vehicle	A vehicle certified under RCW 46.55.230 as meeting at least three of the following requirements: <ul style="list-style-type: none"> • is three years old or older; • is extensively damaged, such damage including but not limited to any of the following: <ul style="list-style-type: none"> i. a broken window or windshield ii. missing wheels, tires, motor or transmission; • is apparently inoperable; or • has an approximate fair market value equal only to the approximate value of the scrap in it.
Lender	Any person who makes, extends, holds, or services a real estate loan agreement and includes, but is not limited to, mortgagees; beneficiaries under deeds of trust; underwriters under deeds of trust; vendors under conditional land sales contracts; trustees and a successor in interest to any mortgagee, beneficiary, vendor or trustee and any other lien holder on the property. The term also includes any mortgagee, beneficiary, or trustee that accepts a deed in lieu of foreclosure
Litter	All waste material, including but not limited to disposable packages or containers, thrown, deposited, or accumulated on private property.
Local Agent	An individual property manager, property management company, or similar person or entity, located in Spokane County and responsible for, having the authority to make decisions and required expenditures concerning, the maintenance and security of a Foreclosure Property and the

	abatement of nuisance conditions at the property.
Nuisance or Public Nuisance	Shares the same definition as Nuisance and Public Nuisance in RCW 7.48.120 and 7.48.130
Property Owner	Any individual or group of natural persons, partnership, association, corporation, or other entity having legal or beneficial title in real property, including any borrower. This term includes the term "landowner" as defined in RCW 46.55.230
Responsible Party	Any person, partnership, association, corporation, or fiduciary having legal or equitable title to or any interest in any real property, including but not limited to an owner, borrower, local agent, lender, or lessee of leased property, if the lessee is responsible for property maintenance.
Vacant Buildings or Property	Any building or structure and surrounding grounds that are not occupied and have not been occupied during the preceding one hundred eighty (180) days.
Vehicle	Shares the same definition as the definition of "vehicle" in RCW 46.04.670

Section 4. That Section 10.63.090 of the Spokane Municipal Code is amended to read as follows:

Section 10.63.090 Foreclosure Registration Program

A. Purpose

It is the purpose and intent of this section to establish a Foreclosure Property Registration Program to protect the community from the deterioration, crime, and decline in value in Spokane's neighborhoods caused by properties in various stages of the foreclosure process, and to identify, regulate, limit, and reduce the number of those properties within the city of Spokane. It is the policy and intent of the City to establish a requirement that the lender or other responsible parties of properties that are in the foreclosure process ((to)) register those properties with the City, as outlined in this section, to protect the neighborhoods from the negative impacts of absentee ownership and lack of adequate maintenance and security for properties in the foreclosure process.

B. Establishment of a Registry

The Code Enforcement ((and Parking Services)) Department shall establish and maintain a Foreclosure Property Registry Program.

C. Registration of Foreclosure Properties.

1. Any Lender that holds or services a mortgage on real property located in the city of Spokane shall inspect the property upon mortgage default.
2. The code compliance officer can also initiate the registration process.
3. Any Lender or other Responsible Party of a Foreclosure Property as defined in this section shall register that property with the City of Spokane Code Enforcement ((and Parking Services)) Department within ten (10) days of the property becoming a Foreclosure Property within the meaning of this section and initial inspection or of receiving notice from the City of the requirements of this section, and every 12 months thereafter until the property is no longer a Foreclosure Property within the meaning of this section. A separate registration is required for each property.
4. The content of the registration shall include:
 - a. Proof of ownership, or financial interest, such as a lien or loan,
 - b. The name, address, phone number, and email address for the Owner, Lender, and Responsible Party, and twenty-four-hour contact phone number of the Local Agent of the respective entity; and
 - c. Documentation which demonstrates the property is foreclosed, pending foreclosure, or subject to foreclosure, trustee's sale, tax assessor's lien sale, or other legal proceedings.
5. The Lender, Owner, or Responsible Party shall notify the Code Enforcement ((and Parking Services)) Department within ten (10) days of the date of any change in the information contained in the registration.
6. Mortgagees who have existing Foreclosure Properties on the effective date of this ordinance have thirty (30) calendar days from the effective date to register the property with the City of Spokane Code Enforcement ((and Parking Services)) Department. A separate registration is required for each property.
7. All property registrations are valid for one year from the date of entry of registration as recorded by the Code Enforcement ((and Parking Services)) Department. Subsequent registrations are due every twelve (12) months thereafter for renewal and must certify required registration data is current and correct.

D. Minimum Property Maintenance Requirements.

While a Foreclosure Property is registered, the Lender or Responsible Party shall be required to:

1. maintain and keep Foreclosure Property free of conditions, including but not limited to:
 - a. weeds, dry brush, dead vegetation, trash, junk, debris, building materials, and junk vehicles;
 - b. accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items, including, but not limited to, furniture, clothing, or large and small appliances; and
 - c. graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure.
2. securing ponds, pools, and hot tubs, and ensuring that they do not become a public nuisance or danger to the public; and
3. securing the property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding, and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. The preferred material for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure or is of a material that mimics glazed windows and intact doors.
4. Post the property with no trespassing signs and current emergency contact information for the local agent.
5. take any other action necessary to prevent giving the appearance that the property is abandoned, and
6. monitor the Foreclosure Property monthly or more frequently as necessary to prevent the creation of a nuisance.

E. Monitoring of Foreclosure Property.

1. Upon registration, the City will provide regular monitoring of Foreclosure Properties, including but not limited to periodic site visitation, which will not exceed the City's rights of access, as well as notification to Lender or Responsible Party if the property begins to exhibit characteristics established in RCW 35.80.010. The City's monitoring of Foreclosure

Properties does not relieve the Lender or other Responsible Party from monitoring and maintaining the property as required by this section.

2. At least monthly while a Foreclosure Property is registered, the Lender or Responsible Party shall inspect the Foreclosure Property.

F. Waiver for City to Abatement – Trespass of Unauthorized Individuals.

1. As part of the Foreclosure Property registration, the Owner, Lender, Local Agent, Responsible Party, or other person having the legal authority to do so shall waive any objection to the City to enter onto the property for purposes of abating any condition that would constitute an unfit or substandard building as established in RCW 35.80.010 or nuisance condition under SMC Title 10 to issue a trespass order against any unauthorized individual from the Foreclosure Property.
2. The City shall notify the Owner, Lender, Responsible Party, or Local Agent ten (10) days before the City takes abatement action in order to allow the Owner, Lender, Responsible Party, or Local Agent to abate the condition first, unless such abatement constitutes an emergency, in which case, the City may abate the emergency immediately.
3. The cost of the abatement of any of the illustrative conditions contained above shall be charged against the Foreclosure Property pursuant to [SMC 08.02.067](#) and shall be lienable pursuant to [SMC 17F.070.500](#) and other applicable sections of the municipal code pursuant to state law.

G. Local Agent.

The Lender or Responsible Party shall provide the City with the name, address, telephone number, email address, and 24-hour contact information of a Local Agent who has the authority to act to respond to complaints regarding the Foreclosure Property and to remedy any nuisance, substandard, or unfit conditions found on the property.

H. Annual Foreclosure Property Registration Fee.

The Lender or Responsible Party shall pay the annual non-refundable Foreclosure Property registration fee as set forth in [SMC 08.02.0675](#).

I. Policies and Procedures

The Code Enforcement ((and Parking Services)) Department shall develop procedures to implement this section that are consistent with and do not conflict with this section, the Spokane Municipal Code, or Washington law. Any Public Rule shall be adopted pursuant to the requirements of Chapter 03.14 of the Spokane Municipal Code.

J. Violation

1. Any person, firm, or entity ((who)) that fails to a Foreclosure Property pursuant to the requirements of this section shall be subject to a civil infraction. Each day in which a Foreclosure Property, which is subject to this section, is not registered shall constitute a separate violation.
2. Failure to maintain a Foreclosure Property as required by this section is a criminal misdemeanor violation under SMC Title 10 for maintaining a nuisance property in addition to applicable penalties for nuisance conditions in the municipal code or state law.
3. Failure to provide notification of changes in ownership of a Foreclosure Property under this section is a civil infraction.

K. Removal of properties from the registry

1. A property may only be removed from the Foreclosure Property registry upon the Lender's, Owner's, or Responsible Party's written certification that (1) the mortgage or lien on the property has been satisfied or legally discharged, (2) the property is no longer in mortgage default, or (3) the Foreclosure Property has been sold to a non-related party in a bona-fide, arms' length transaction.
2. A Lender's statement that it no longer desires to pursue foreclosure, has filed a dismissal of lis pendens and/or summary of final judgment and/or certificate of title or otherwise, such as a deed in lieu of foreclosure, shall not be the basis for removal of a Foreclosure Property from the registry under this section.
3. For purposes of this section, a transfer to another entity that is under common ownership with the Lender, as determined in the sole discretion of the Code Enforcement ((and Parking Services)) Department, is not an arms' ((arm's-length)) length transaction.

L. Transfer of Ownership

1. If the mortgage on a registered Foreclosure Property is transferred, the transferee shall be subject to the requirements of this section and shall, within five (5) days of the transfer of the mortgage, register the property as a new registration in accordance with this section. Any previously unpaid registration fees are the responsibility of the transferee and are due and payable upon the new registration.
2. If the mortgagee sells a Foreclosure Property in an arms'-length transaction to a non-related person or entity, the transferee is subject to the terms of this section and shall register the property as a new registration under this section within five (5) days of the sale. Any previously unpaid registration fees shall be the responsibility of the new owner.

Section 5. That Section 10.63.100 of the Spokane Municipal Code is amended to read as follows:

Section 10.63.100 Penalty and Abatement Procedures

- A. It is the policy of the City of Spokane to educate and seek voluntary compliance for the code violations of this chapter before issuing civil infractions or escalating penalties.
- B. A property owner or occupant may request a Certificate of Correction from the Code Enforcement ((and Parking Services)) Department and may request dismissal of the infraction (SMC 01.05.140). Should that correction be accomplished after more than one offense has been issued, the Certificate of Correction will only apply to the most recent infraction.
- C. Code Enforcement ((and Parking Services)) Department may develop and implement policies, procedures, and programs to abate violations in accordance with existing local and state law. Any Public Rule shall be adopted pursuant to Chapter 03.14 of the Spokane Municipal Code.

Section 6. That Section 10.70.070 of the Spokane Municipal Code is amended to read as follows:

Section 10.70.070 Maximum Permissible Environmental Sound Levels

- A. Maximum Permissible Environmental Sounds.

For sound sources located within the city, no sound is permitted to exceed the maximum permissible exterior sound levels established by WAC 173-60. Maximum permissible sound levels are as follows:

EDNA of Noise Source	EDNA of Receiving Property		
	Class A (dBA)	Class B (dBA)	Class C (dBA)
Class A	55	57	60
Class B	57	60	65
Class C	60	65	70
Class A - Residential Zones			
Class B - Commercial, Office, Retail Zones			
Class C - Industrial Zones			

- B. The maximum permissible sound levels established by this chapter are modified as follows:

1. Reduce by ten dBA between the hours of ten p.m. to seven a.m. for receiving property in Class A EDNAs; and
2. Increase for short duration for any receiving property at any time:
 - a. Increase by five dBA for fifteen minutes (L08) in any one-hour period; or
 - b. Increase by ten dBA for five minutes (L02) in any one-hour period; or
 - c. Increase by fifteen dBA for one and a half minutes (Lmax) in any one-hour period; and

C. Where a receiving property lies within more than one EDNA classification, the maximum permissible sound level shall be determined by the most noise-sensitive EDNA zone.

D. The point of measurement shall be at the property boundary of the receiving property.

E. Enforcing authority: ~~((code enforcement and parking services or police department.))~~ Code Enforcement Department or Spokane Police.

Section 7. That Section 10.70.080 of the Spokane Municipal Code is amended to read as follows:

Section 10.70.080 Commercial Noise

- A. Commercial and exterior electrical equipment noises are subject to the sound limits of [SMC 10.70.070](#).
- B. Enforcing authority: ~~((code enforcement and parking services department.))~~ Code Enforcement Department

Section 8. That Section 12.01.010 of the Spokane Municipal Code is amended to read as follows:

Section 12.01.010 Sidewalk Maintenance – Owner's Responsibility

- A. Every owner and occupant of premises shall keep the sidewalk area, including tree grates adjacent to any portion of the real property (including corners), in good and safe condition and repair at all times.

- B. Where the Director of Engineering Services determines there has been a failure to comply with this section, the Director or their designee may send written notice to the premises advising of the violation. If the violation is not corrected, the Director or their designee may proceed to remove or repair the condition, at the owner's and/or occupant's sole expense and liability.
- C. The Directors of Engineering Services, Development Services, Code Enforcement ((and ~~Parking Services~~)), and the City Engineer are authorized to waive license, bonding, and insurance requirements for minor repairs on existing sidewalks.
- D. The City Engineer, along with the Development Services and the Code Enforcement ((and ~~Parking Services~~)) departments, shall develop and publish a public rule defining the types of sidewalk projects that qualify as minor repairs.
- E. Nothing in this section shall be construed to waive building and construction permit and inspection requirements.

Section 9. That Section 16A.04.100 of the Spokane Municipal Code is amended to read as follows:

Section 16A.04.100 Transportation Definitions

~~((A. Alley.~~

~~A public highway not designed for general travel and used primarily as a means of access to the rear of residences and business establishments. (RCW 46.04.020)~~

~~B. Block Face.~~

~~One side of a street, inclusive of the public right-of-way between two consecutive features intersecting that street. The features can be other streets or boundaries of standard geographic areas.~~

~~C. Charging Session.~~

~~An event starting when a user or a vehicle initiates a refueling event and stops when a user or a vehicle ends a refueling event (RCW 19.94.010)~~

~~D. City Street or Street.~~

~~Every public highway, or part thereof located within the limits of cities and towns, except alleys. (RCW 46.04.120)~~

~~E. Commercial Vehicle.~~

~~Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire. (RCW 46.04.140)~~

F. Congested District.

The area established within the Paid Parking Zone bounded and identified on the [Paid Parking Zone Map](#).

G. Definitions Generally.

Words and phrases, wherever used in this subtitle shall have the meaning ascribed to them in this Chapter except where otherwise defined, and unless where used the context thereof shall clearly indicate to the contrary. (RCW 46.04.010)

H. Electric Vehicle.

Any vehicle that operates, either partially or exclusively, on electrical energy from (the grid or) an off-board source, that is stored on-board for motive purpose. Includes any one of the following:

1. A "battery electric vehicle," any vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries and produces zero tailpipe emissions or pollution when stationary or operating.
2. A "plug-in hybrid electric vehicle (PHEV)," an electric vehicle that a) contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor; b) charges its battery primarily by connecting to the grid or other off-board electrical source; c) may additionally be able to sustain battery charge using an on-board internal-combustion driven generator; and 4) has the ability to travel powered by electricity
3. A "neighborhood electric vehicle," a self-propelled, electrically powered four-wheeled motor vehicle whose speed attainable in one mile is more than 20 miles per hour and not more than 25 miles per hour and conforms to federal regulations set forth in 49 C.F.R Sec. 571.500.
4. A "medium-speed electric vehicle," a self-propelled, electrically powered four-wheeled motor vehicle, equipped with a roll cage or crush proof body design, whose speed attainable in one mile is more than 25 miles per hour but not more than 35 miles per hour and otherwise meets or exceeds the federal regulations set forth in 49 C.F.R. Sec. 571.500.

I. Electric Vehicle Parking Space.

Any signed parking space that identifies the use to be exclusively for the parking of an electric vehicle.

J. Electric Vehicle Service Provider.

The entity responsible for operating one or more networked or nonnetworked electric vehicle supply equipment. Operating includes but is not limited to: Sending commands or messages to a networked electric vehicle supply equipment; receiving commands or messages from a networked electric vehicle supply equipment; or providing billing, maintenance, reservations, or other services to a nonnetworked or networked electric vehicle supply equipment. An electric vehicle service provider may designate another entity to act as the electric vehicle service provider for purposes of this chapter. A state agency, an electric utility as defined in RCW 19.405.020, or a municipal corporation as defined in RCW 39.69.010 is considered an electric vehicle service provider when responsible for operating one or more publicly available electric vehicle supply equipment. (RCW 19.94.010)

K. Electric Vehicle Supply Equipment.

The unit controlling the power supply to one or more vehicles during a charging session (including, but not limited to, level 2 electric vehicle supply equipment and direct current fast chargers). (RCW 19.94.010)

L. Entertainment Parking District (EPD).

The area established within the Paid Parking Zone for the purpose of meeting the specific operational and parking needs of the entertainment venues contained within the EPD as bounded and identified on the [Paid Parking Zone Map](#).

M. Fire Lane.

An area on public or private property reserved for providing Fire Department access to structures, firefighting fixtures, or equipment.

N. Highway.

The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. (RCW 46.04.197)

O. Non-passenger Vehicle (NPV).

Any vehicle which does not meet the definition of a passenger vehicle ([SMC 16A.04.100](#)) which includes but is not limited to: any vehicle requiring a commercial safety fee, limousine, any vehicle with over a one ton (thirty-five hundred) rating, vehicle requiring a commercial driver's license (CDL) to operate, farm vehicle, motor home, trailer of any type, camper, watercraft, or snowmobile.

P. Paid Parking Zone.

Portions of streets which the parking of vehicles shall be controlled, regulated and inspected with the aid of devices, herein referred to as parking payment devices. The Paid Parking Zone is bounded and identified on the [Paid Parking Zone Map](#).

Q. Park or Parking.

The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers. (RCW 46.04.381)

R. Parking Holidays.

Except for parking spaces at Spokane International Airport and Felts Field as authorized by [SMC 12.03.0600](#) and [SMC 12.03.0602](#), or where otherwise indicated by signposting in the area or for individual spaces, parking spaces regulated by a parking payment device may be used without charge during all hours on: Sundays, New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day — Third Monday in February, Memorial Day, Juneteenth, Independence Day — July 4th, Labor Day, Indigenous Peoples' Day — Second Monday in October, Veteran's Day — November 11th, Thanksgiving Day, and Christmas Day. Where a foregoing holiday falls on a Sunday, the immediately following Monday is observed. On days designated in the foregoing, vehicles shall adhere to posted time limit regulations.

S. Parking Manager.

The Director of Code Enforcement and Parking Services or their designee.

T. Parking Payment Device.

Any device used to accept payment for parking, such as parking meters, pay station kiosks, mobile devices, or other methods approved by the Parking Manager.

U. Parking Permit.

A privilege that allows its holder to access certain parking spaces and locations, which form includes, but is not limited to, a printed pass, decal, or electronic privilege associated with a specific vehicle license plate.

V. Parking Space.

The area on or adjacent to the roadway in which to stop, stand, or park a vehicle that is controlled by a parking payment device designated by lines, curb paint, posted sign, meter decal, or other markings.

W. Passenger Vehicle.

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

X. Public Right of Way

~~A right of way that is dedicated or deeded to the public for public use and under the control of a public agency.~~

Y. Residential Parking Permit Definitions

~~For the purposes of [SMC 16A.06.070](#) only, the terms in this section have the following meanings:~~

1. ~~"Downtown residential parking district" or "DRPD" means a portion of the street commonly used for vehicular parking where vehicles properly displaying a parking permit or other city approved authorization are exempt from the payment required pursuant to [SMC 16A.05.280](#).~~
2. ~~"Downtown residential parking district permit" or "DRPD permit" means a printed pass, decal, electronic privilege associated with a specific vehicle license plate, or other identification issued to an eligible person to be displayed in or on the vehicle, as directed by the City, that enables it to park in a downtown residential parking district.~~
3. ~~"Resident" means any person residing in a household unit that is located within downtown residential parking district.~~
4. ~~"Household Unit" means any self-contained house, apartment, condominium, town house, detached or attached accessory dwelling unit, or group home that contains living, sleeping and cooking quarters and is used by of any number of related persons or up to six unrelated individuals. Each unit of a multiple-unit residential dwelling is considered a separate household unit.~~

Z. Retail Zone of the Congested District.

~~The area established within the Paid Parking Zone bounded and identified on the [Paid Parking Zone Map](#).~~

AA. Roadway.

~~Portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the sidewalk or shoulder even though such sidewalk or shoulder is used by persons riding bicycles. In the event a highway includes two or more separated roadways, the term "roadway" shall refer to any such roadway separately but shall not refer to all such~~

~~roadways collectively. (RCW 46.04.500)~~

BB. Safety Zone.

~~The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is marked or indicated by painted marks, signs, buttons, standards, or otherwise, so as to be plainly discernible. (RCW 46.04.510)~~

CC. Stand or Standing.

~~The halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers. (RCW 46.04.555)~~

DD. Stop or Stopping.

~~Any halting even momentarily of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal. (RCW 46.04.566)~~

EE. Taxicab, Cab, or Taxi

~~A for hire vehicle held out to the public as providing transportation for passengers and/or articles for compensation and:~~

- ~~1. where the route traveled or destination is controlled by the customer;~~
- ~~2. that carries signs or indicia of a "taxi," "taxicab," or "cab" and is equipped as described in [SMC 10.34A.090](#);~~
- ~~3. where the fare is based on an amount recorded and indicated on a taximeter or by a special contract rate; and~~
- ~~4. where the vehicle is dispatched by radio or cell phone, or the ride is obtained by the use of a street hail.~~

FF. Temporary No Parking Zone

- ~~1. A parking space where an approved temporary no parking zone has been established and designated by temporary sign(s), barricade(s), meter cover(s) or other devices approved by the Parking Manager.~~
- ~~2. A temporary no parking zone will only become valid and enforceable if the zone has been established with signage for at least 24 hours giving notice that a vehicle will be removed if illegally parked in the zone and where such vehicle is interfering~~

~~with the proper and intended use of such zones.~~

GG. Vehicle.

~~A device capable of being moved upon a street or alley and in, upon, or by which any person or property is or may be transported or drawn upon a public highway. "Vehicle" excludes, except where specifically referenced:~~

- ~~1. A power wheelchair or device other than a bicycle moved by human or animal power or used exclusively upon stationary rails or tracks;~~
- ~~2. A bicycle and a motorized foot scooter;~~
- ~~3. An electric personal assistive mobility device and a motorized foot scooter; and,~~
- ~~4. A golf cart.)~~

The following definitions apply to the terms in this Title 16A unless a different definition is expressly provided:

Term	Definition
Accessible Pedestrian Signals (APS)	Accessible Pedestrian Signals (APS) means integrated devices that communicate information about the "WALK" and "DON'T WALK" intervals at signalized intersections in non-visual formats to pedestrians who are blind or have low vision.
Alley	An alley means a public highway not designed for general travel and used primarily as a means of access to the rear of residences and business establishments. (RCW 46.04.020)
Application-based Rental of Electronically Activated Personal Transportation Devices	Application-based Rental of Electronically Activated Personal Transportation Devices means a method of renting a personal transportation device solely by means of a smartphone-enabled software application.
Approved Bicycle Helmet	Approved Bicycle Helmet means a head covering designed for safety that shall meet or exceed the requirements safety standards adopted by the U.S. Consumer Product Safety Commission (CPSC) 15 USCS 6004, or Z-00.4 set by the American National Standards Institute (ANSI), the

	Snell Foundation, the ASTM (American Society for Testing and Materials), or other subsequent nationally recognized standard for helmet performance as the county may adopt. The helmet must be equipped with either a neck or chinstrap that shall be fastened securely while the wheeled vehicle is in motion.
Authorized Personnel	Authorized Personnel means persons authorized to operate utility vehicles on public property and includes designated employees of Spokane Police and Spokane Parks and Recreation, as well as agents of any other public entity designated by, or contracting with, the City of Spokane for the maintenance of public properties.
Authorized Use	Authorized Use means the use of a utility vehicle that is city-owned or authorized and by someone who is authorized to operate the vehicle for a purpose described in SMC 16A.65.020.
Block Face	Block Face is one side of a street, inclusive of the public right-of-way between two consecutive features intersecting that street. The features can be other streets or boundaries of standard geographic areas.
Boat Livery	A Boat Livery means a business that holds any vessel for renting or leasing.
Boating Accident	Boating Accident means a collision, sinking, fire, explosion, injury, or loss of life that involves a vessel, its equipment, or its appendages.
Buoy	A Buoy is a floating device or marker anchored in the water. All buoys, except for recreational buoys, shall comply with the Uniform State Waterway Marking System (USWMS).
Buoy Line	Buoy Line means a straight line that would exist if drawn between the closest safety buoys.
Charging Session	Charging Session is an event starting when a user or a vehicle initiates a refueling event and stops when a user or a vehicle ends a refueling event (RCW 19.94.010)

City-Authorized Utility Vehicle	City-Authorized Utility Vehicle means a small motorized four-wheel off-road vehicle owned or authorized by the City of Spokane and used to carry out specific tasks, such as those related to park security, law enforcement, or emergency management. Utility vehicles do not include golf carts, motorized personal transportation devices, bicycles, or other non-motorized vehicles.
Commercial Vehicle	Commercial Vehicle is any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire. (RCW 46.04.140)
Congested District	The Congested District is the area established within the Paid Parking Zone bounded and identified on the Paid Parking Zone Map .
Dock	Dock means any manmade platform extending from the shoreline into the water.
Downtown Residential Parking District (DRPD)	Downtown Residential Parking District (DRPD) means a portion of the street commonly used for vehicular parking where vehicles properly displaying a parking permit or other City-approved authorization are exempt from the payment required pursuant to SMC 16A.05.280 .
Downtown Residential Parking District Permit (DRPD Permit)	Downtown Residential Parking District Permit (DRPD Permit) means a printed pass, decal, electronic privilege associated with a specific vehicle license plate, or other identification issued to an eligible person to be displayed in or on the vehicle, as directed by the City, that enables it to park in a Downtown Residential Parking District.
Electric Vehicle	An Electric Vehicle is any vehicle that operates, either partially or exclusively, on electrical energy from (the grid or) an off-board source, that is stored on-board for motive purposes. Includes any one of the following:

	<ol style="list-style-type: none"> 1. A "battery electric vehicle," any vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries and produces zero tailpipe emissions or pollution when stationary or operating. 2. A "plug-in hybrid electric vehicle (PHEV)," an electric vehicle that a) contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor; b) charges its battery primarily by connecting to the grid or other off-board electrical source; c) may additionally be able to sustain battery charge using an on-board internal-combustion-driven generator; and 4) can travel powered by electricity. 3. A "neighborhood electric vehicle," a self-propelled, electrically powered four-wheeled motor vehicle whose speed attainable in one mile is more than 20 miles per hour and not more than 25 miles per hour and conforms to federal regulations set forth in 49 C.F.R Sec. 571.500. 4. A "medium-speed electric vehicle," a self-propelled, electrically powered four-wheeled motor vehicle, equipped with a roll cage or crush-proof body design, whose speed attainable in one mile is more than 25 miles per hour but not more than 35 miles per hour, and otherwise meets or exceeds the federal regulations outlined in 49 C.F.R. Sec. 571.500.
Electric Vehicle Parking Space	An Electric Vehicle Parking Space is any signed parking space that identifies the

	use to be exclusively for the parking of an electric vehicle.
Electric Vehicle Service Provider	An Electric Vehicle Service Provider is the entity responsible for operating one or more networked or non-networked electric vehicle supply equipment. Operating includes but is not limited to: Sending commands or messages to a networked electric vehicle supply equipment; receiving commands or messages from a networked electric vehicle supply equipment; or providing billing, maintenance, reservations, or other services to a non-networked or networked electric vehicle supply equipment. An electric vehicle service provider may designate another entity to act as the electric vehicle service provider for purposes of this chapter. A state agency, an electric utility as defined in RCW 19.405.020, or a municipal corporation as defined in RCW 39.69.010 is considered an electric vehicle service provider when responsible for operating one or more publicly available electric vehicle supply equipment. (RCW 19.94.010)
Electric Vehicle Supply Equipment	Electric Vehicle Supply Equipment is the unit controlling the power supply to one or more vehicles during a charging session (including, but not limited to, level 2 electric vehicle supply equipment and direct current fast chargers). (RCW 19.94.010)
Entertainment Parking District (EPD)	The Entertainment Parking District is the area established within the Paid Parking Zone for the purpose of meeting the specific operational and parking needs of the entertainment venues contained within the EPD as bounded and identified on the Paid Parking Zone Map .
Fire Lane	A Fire Lane is an area on public or private property reserved for providing Fire Department access to structures, firefighting fixtures, or equipment.
Flotation Device	Flotation Device means any device used or capable of being used as a means of transportation on the water and shall

	include, but not be limited to, inflatable beach toys, rubber inner tubes, rafts and air mattresses.
Highway	A Highway is the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. (RCW 46.04.197)
Household Unit	For purposes of the Downtown Residential Parking District, a Household Unit means any self-contained house, apartment, condominium, townhouse, detached or attached accessory dwelling unit, or group home that contains living, sleeping, and cooking quarters and is used by any number of related persons or up to six unrelated individuals. Each unit of a multiple-unit residential dwelling is considered a separate household unit.
Incidental Use	Incidental Use means very limited use of a utility vehicle on City streets, including entering the roadway, crossing a street, and otherwise traveling on a public right of way for the brief period necessary to access public property and, where authorized, to plow snow and ice from crosswalks.
Leading Pedestrian Interval	Leading Pedestrian Interval means a period of time during which an advance pedestrian green (i.e., "WALK" indication) for a crosswalk is displayed for a minimum of three seconds while red indications continue to be displayed to parallel, through, and/or turning vehicular traffic.
Modified or Enhanced	Modified or Enhanced means to alter the settings, displacement/horsepower, or muffler effect to achieve greater power and/or performance than provided when the unit was delivered from the factory for sale.
Mooring Buoy	A Mooring Buoy is a buoy placed for the mooring of vessels. Such buoys will be white with a blue stripe on top.
Motorboat	Motorboat means any vessel propelled in whole or in part by machinery, including

	those temporarily equipped with detachable motors.
Motorized Foot Scooter	Motorized Foot Scooter means a device with no more than two twelve-inch or smaller diameter wheels that has handlebars, is designed to be stood upon, but may have a seat, and is powered by an internal combustion engine or electric motor that is capable of propelling the device with or without human propulsion.
Motorized Personal Transportation Device	Motorized Personal Transportation Device means motorized foot scooters, motorized skateboards, electronic personal assistive transportation devices, and all other similar devices, but shall be deemed to exclude motorized wheelchairs, motor-driven cycles, mopeds, and motorcycles.
Motorized Skateboard	Motorized Skateboard means every device with a platform having one or more sets of wheels beneath it, which the rider balances on top of, and which is either propelled by an attached or auxiliary, electric or gasoline motor.
Moving Water	Moving Water means a waterway that has a flow of water that can be measured in cubic feet per second.
Navigation Lights	Navigation Lights means a red port light and a green starboard light, and a white stern light visible at a distance of one hundred yards.
Non-Motorized Vessel	Non-Motorized Vessel means sailboats or vessels that are paddled, poled, or rowed.
Non-Passenger Vehicle (NPV)	A Non-Passenger Vehicle (NPV) is any vehicle which does not meet the definition of a passenger vehicle (SMC 16A.04.100) which includes but is not limited to: any vehicle requiring a commercial safety fee, limousine, any vehicle with over a one ton (thirty-five hundred) rating, vehicle requiring a commercial driver's license (CDL) to operate, farm vehicle, motor home, trailer of any type, camper, watercraft, or snowmobile.

Operator	Operator means a person who is in actual physical control or in charge of a vehicle or vessel when it is in use.
Owner	Owner means a person who claims lawful possession of a vehicle or vessel by virtue of legal title or equitable interest therein, which entitles them to such possession.
Paid Parking Zone	Paid Parking Zone is the portion of streets where the parking of vehicles shall be controlled, regulated, and inspected with the aid of devices, herein referred to as parking payment devices. The Paid Parking Zone is bounded and identified on the Paid Parking Zone Map .
Park or Parking	Park or Parking is the standing of a vehicle, whether occupied or not, otherwise than temporarily, for the purpose of and while actually engaged in loading or unloading property or passengers. (RCW 46.04.381)
Parking Holidays	<p>Except for parking spaces at Spokane International Airport and Felts Field as authorized by SMC 12.03.0600 and SMC 12.03.0602, or where otherwise indicated by signposting in the area or for individual spaces, parking spaces regulated by a parking payment device may be used without charge during all hours on:</p> <ul style="list-style-type: none"> a. Sundays; b. New Year's Day; c. Martin Luther King, Jr.'s Birthday; d. President's Day – Third Monday in February; e. Memorial Day; f. Juneteenth; g. Independence Day – July 4th; h. Labor Day;

	<ul style="list-style-type: none"> i. Indigenous Peoples' Day – Second Monday in October; j. Veteran's Day – November 11th; k. Thanksgiving Day; and l. Christmas Day. <p>Where a foregoing holiday falls on a Sunday, the immediately following Monday is observed. On days designated in the foregoing, vehicles shall adhere to posted time limit regulations.</p>
Parking Payment Device	A Parking Payment Device is any device used to accept payment for parking, such as parking meters, pay station kiosks, mobile devices, or other methods approved by the Parking Services Department.
Parking Permit	A Parking Permit is a privilege that allows its holder to access certain parking spaces and locations. Parking Permits may be in the form of a printed pass, decal, or electronic privilege associated with a specific vehicle license plate.
Parking Space	Parking Space is the area on or adjacent to the roadway in which to stop, stand, or park a vehicle that is controlled by a parking payment device designated by lines, curb paint, posted sign, meter decal, or other markings.
Passenger Vehicle	Passenger Vehicle is every motor vehicle, except motorcycles and motor-driven cycles, designed for carrying ten (10) passengers or less and used for the transportation of persons.
Pedestrian Recall	Pedestrian Recall means a "WALK" mode programmed into signal controllers in which the start of the pedestrian green ("WALK") indication coincides with the start of the green indication for the through movement parallel to the pedestrian movement and is called once per cycle.
Personal Flotation Device	Personal Flotation Device means life preservers, life vests, flotation rings, or

	<p>buoyant cushions approved by the United States Coast Guard (USCG) and designed to float a person in the water.</p> <ol style="list-style-type: none"> 1. Type I PFDs are designed for rough or remote waters where rescue may take a while. These devices are designed to turn an unconscious person face up in the water. 2. Type II PFDs are designed for calm waters when a quick rescue is likely. These devices may not turn some unconscious persons' face up in the water. 3. Type III PFDs are designed for calm waters when a quick rescue is likely. These devices are not designed for rough waters, as they will not turn most unconscious persons face up in the water. 4. Type IV PFDs are designed to be thrown to a person in the water. They are not designed to be worn. 5. Type V PFDs are designed for special activities such as kayaking and water skiing.
Personal Transportation Device	Personal Transportation Device means bicycles, electric-assist bicycles, foot scooters, motorized foot scooters, skateboards, motorized skateboards, electronic personal assistive transportation devices, and all other similar devices, but excluding motorized wheelchairs, motor-driven cycles, mopeds, and motorcycles.
Personal Watercraft	Personal Watercraft means a Class "A" inboard vessel, as defined by the U.S. Coast Guard, which uses an internal combustion engine powering a water jet pump as its primary source of motive

	propulsion and is designed to be operated by a person or persons sitting, standing or kneeling or being towed behind the product, rather than in the conventional manner of boat operation.
Port	Port is the left side of a vessel while facing forward.
Public Right-of-Way	A Public Right-of-Way is a right-of-way that is dedicated or deeded to the public for public use and under the control of a public agency.
Resident	For purposes of the Downtown Residential Parking District, a Resident means any person residing in a household unit that is located within a Downtown Residential Parking District.
Retail Zone of the Congested District	The Retail Zone of the Congested District is the area established within the Paid Parking Zone bounded and identified on the Paid Parking Zone Map .
Roadway	A Roadway is the portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the sidewalk or shoulder, even though such sidewalk or shoulder is used by persons riding bicycles. In the event a highway includes two or more separated roadways, the term "roadway" shall refer to any such roadway separately but shall not refer to all such roadways collectively. (RCW 46.04.500)
Safety Buoy	Safety Buoy means a buoy placed to regulate or control vessel speed or operations as required for the safety of the public.
Safety Zone	Safety Zone is the area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is marked or indicated by painted marks, signs, buttons, standards, or otherwise, so as to be plainly discernible. (RCW 46.04.510)
Sailboat	Sailboat means any vessel propelled primarily by the wind.
Shoreline	Shoreline means any existing waterline.

Ski or Swimming Dock	Ski or Swimming Dock means a manmade platform anchored to the bottom of a body of water.
Stand or Standing	Stand or Standing is the halting of a vehicle, whether occupied or not, otherwise than temporarily, for the purpose of and while actually engaged in receiving or discharging passengers. (RCW 46.04.555)
Starboard	Starboard means the right side of a vessel while facing forward.
Stop or Stopping	Stop or Stopping is any halting, even momentarily, of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal. (RCW 46.04.566)
Street/City Street	City Street/Street is every public highway, or part thereof, located within the limits of cities and towns, except alleys. (RCW 46.04.120)
Taxicab, Cab, or Taxi	<p>Taxicab, Cab, or Tax is a for-hire vehicle held out to the public as providing transportation for passengers and/or articles for compensation and:</p> <ul style="list-style-type: none"> a. where the route traveled or destination is controlled by the customer; b. that carries signs or indicia of a "taxi," "taxicab," or "cab" and is equipped as described in <u>SMC 10.34A.090</u>; c. where the fare is based on an amount recorded and indicated on a taximeter or by a special contract rate; and d. where the vehicle is dispatched by radio or cell phone, or the ride is obtained by the use of a street hail.
Temporary No Parking Zone	A Temporary No Parking Zone is:

	<p>a. A parking space where an approved temporary no parking zone has been established and designated by temporary sign(s), barricade(s), meter cover(s) or other devices approved by the Parking Services Department.</p> <p>b. A temporary no parking zone will only become valid and enforceable if the zone has been established with signage for at least 24 hours giving notice that a vehicle will be removed if illegally parked in the zone, and where such vehicle is interfering with the proper and intended use of such zones.</p>
Unauthorized Use	Unauthorized Use means the use of a utility vehicle that is not owned or authorized by the City of Spokane, or the use of a utility vehicle by a person who is not authorized to operate it on public property within the City limits.
Use	Use means to operate, navigate, or employ.
Vehicle	<p>A Vehicle is a device capable of being moved upon a street or alley and in, upon, or by which any person or property is or may be transported or drawn upon a public highway. "Vehicle" excludes, except where specifically referenced:</p> <ul style="list-style-type: none"> a. A power wheelchair or device other than a bicycle moved by human or animal power or used exclusively upon stationary rails or tracks; b. A bicycle and a motorized foot scooter; c. An electric personal assistive mobility device and a motorized foot scooter; and

	d. A golf cart.
Vessel	<p>Vessel means any watercraft used or capable of being used as a means of transportation on the water. This definition shall include, but not be limited to, the following:</p> <ol style="list-style-type: none"> 1. Rowboats, 2. Sailboats, 3. Motorboats, 4. Canoes, 5. Kayaks, 6. Paddleboards, 7. Flotation Devices, 8. Personal watercraft, and 9. Hovercraft.
Wake Speed	Wake Speed means a slow speed producing a wake not to exceed six inches in height at its apex when reaching any shoreline, dock, or manmade structure on the shoreline, and further not to exceed five miles per hour in any event.
Waterway	Waterway is any water, waterway, lake, river, tributary, canal, lagoon, or connecting waters within the incorporated boundaries of the city of Spokane.

Section 10. That Section 16A.05.060 of the Spokane Municipal Code is amended to read as follows:

Section 16A.05.060 Commercial Loading Zones

A. No person shall stop, stand, or park a vehicle except an authorized commercial vehicle as defined in [SMC 16A.04.100](#) or other noncommercial vehicles as authorized by the ((Parking Manager)) [Parking Services Department](#) during the hours indicated on the signs marking the zones.

B. No person shall stop, stand, or park an authorized commercial vehicle as defined in SMC 16A.04.100 or other noncommercial vehicles as authorized by the ((Parking Manager)) Parking Services Department in a signed commercial loading zone for any purpose or length of time other than active and expeditious loading and unloading. In no case shall the stopping, standing, or parking exceed thirty (30) minutes.

Section 11. That Section 16A.06.010 of the Spokane Municipal Code is amended to read as follows:

Section 16A.06.010 Permits – Generally

A. Purpose.

A parking permit may be issued to allow a vehicle to legally park in violation of specific parking regulations. A parking permit may apply in a designated parking district or zone, paid parking space, or elsewhere, depending on the specifications of the permit.

B. Authority.

The ((Parking Manager)) Parking Services Department is hereby authorized to administer a system for the issuance of parking permits and to collect fees therefor.

C. Application.

1. Application for any parking permit required by this Chapter shall be made to the Parking Services Department on forms provided for such purpose.
2. All parking permit applications shall include, at a minimum, the following information:
 - a. The name, address, and other current contact information for the applicant;
 - b. The license plate number and make, model, and year of the vehicle for which the parking permit is sought;
 - c. A statement signed and sworn by the applicant, under penalty of perjury, that all information submitted is complete, true, and accurate to the best of their knowledge; and
 - d. A copy of the current vehicle registration.
3. The ((Parking Manager)) Parking Services Department may deny a parking permit application based on a demonstrated history of improper use by the

applicant during the previous twelve (12) months.

D. Outstanding Parking Fees and Fines.

((1-)) Outstanding parking fees and fines must be resolved prior to the issuance of any parking permit type.

E. Fees.

Parking permits for authorized vehicles shall be issued, pending approval by the ~~((Parking Manager))~~ Parking Services Department, by the City upon application therefore and the paying of the fee as established in the [City of Spokane Parking Fee Schedule \(SMC 08.02.083\(A\)\)](#).

F. Proper Display of Parking Permit.

Parking permits shall be properly displayed as directed by the City.

G. Maximum Number of Parking Permits Issued.

The ~~((parking manger))~~ Parking Services Department may limit the number of any type or zone parking permit.

H. Prohibition.

1. The provisions of this Chapter do not supersede any other provisions of the Spokane Municipal Code with respect to general parking regulations.
2. It is unlawful to falsely represent oneself as eligible for a parking permit under this Chapter or to furnish any false information in, or in conjunction with, an application for a parking permit. It shall be unlawful to attempt or to reproduce or alter any parking permit issued by the City.
3. Parking permits may be transferred upon review and approval by the ~~((Parking Manager))~~ Parking Services Department.
4. Parking permits may be revoked in the event Parking Services Department determines that the owner of the vehicle, or the vehicle itself, for which a parking permit has been issued, no longer meets the eligibility requirements established by Parking Services Department. Upon no longer meeting the eligibility requirements, the holder of the parking permit shall surrender such parking permit to the Parking Services Department.

5. Violation of parking permit use shall result in the permit being revoked, cancellation of the permit, forfeiture of any fees paid or deposit, and may result in the forfeiture of future reservations if applicable.

Section 12. That Section 16A.06.020 of the Spokane Municipal Code is amended to read as follows:

Section 16A.06.020 Commercial Loading Zone Parking Permits

A commercial loading zone parking permit allows parking in any area designated by the parking permit. The parking permit may contain restrictions as deemed necessary by the ~~((Parking Manager))~~ Parking Services Department.

Section 13. That Section 16A.06.060 of the Spokane Municipal Code is amended to read as follows:

Section 16A.06.060 Temporary Curb Space Parking Permits

- A. The ~~((Parking Manager))~~ Parking Services Department may authorize temporary curb space parking permits for a verified nonprofit organization vehicle for use in a temporary no parking zone. The ~~((Parking Manager))~~ Parking Services Department shall not authorize temporary curb space parking permits for commercial purposes in the roadway.
- B. A temporary curb space parking permit allows parking in any area designated by the parking permit. The parking permit may contain restrictions as deemed necessary by the ~~((Parking Manager))~~ Parking Services Department.

Section 14. That Section 16A.06.070 of the Spokane Municipal Code is amended to read as follows:

Section 16A.06.070 Downtown Residential Parking District (DRPD) Permits

- A. Designation of Downtown Residential Parking District.

Residents of multifamily residential properties located within the Paid Parking Zone may purchase parking permits to park at designated locations within the Paid Parking Zone without additional payment at the Paid Parking Devices.

- B. Administration of Downtown Residential Parking Districts

1. In any ~~((DRPD))~~ Downtown Residential Parking District, the ~~((Parking Manager))~~ Parking Services Department may issue parking permits or other

means of identification, maintain lists of vehicles owned or used by parking permit holders, or adopt any other reasonable means of distinguishing vehicles that are validly parked in ((an DRPD)) a Downtown Residential Parking District.

- a. A parking permit shall not guarantee or reserve to the holder an on-street parking space within the designated ((DRPD)) Downtown Residential Parking District.
- b. ((DRPD)) Downtown Residential Parking District permits must be used within the assigned, designated area, as instructed by the City.
2. Residency. In addition to the parking permit application and requirements set forth in SMC 16A.06.010, all applicants for ((an DRPD)) Downtown Residential Parking District permit shall also demonstrate proof of the applicant's residency within the applicable ((DRPD)) Downtown Residential Parking District zone, which may include documented proof that the applicant's vehicle is registered to a residence within the ((DRPD)) Downtown Residential Parking District.
3. Authority To Regulate. In order to maintain the integrity of the downtown core, ensure a balanced system with multiple competing needs for on-street parking, and properly manage ((DRPD)) Downtown Residential Parking District zones, ((parking services)) the Parking Services Department may:
 - a. Limit the number of ((DRPD)) Downtown Residential Parking District parking permits issued per household;
 - b. Limit the total number of parking permits issued within an entire ((DRPD)) Downtown Residential Parking District zone;
 - c. Charge a fee for ((DRPD)) Downtown Residential Parking District permits before their issuance; and
4. Term. All ((DRPD)) Downtown Residential Parking District parking permits shall be issued with a term not to exceed one year to residents who comply with the requirements as set forth in this Chapter.

Section 15. That Section 16A.06.080 of the Spokane Municipal Code is amended to read as follows:

Section 16A.06.080 Parking Space Reservation Permit

A parking space reservation permit allows parking within a designated parking space. The parking permit may contain allowances and restrictions as deemed necessary by the ((Parking Manager)) Parking Services Department.

Section 16. That Section 16A.06.090 of the Spokane Municipal Code is amended to read as follows:

Section 16A.06.090 Temporary Parking Permit

A temporary parking permit allows parking in any area designated by the parking permit. The parking permit may contain restrictions as deemed necessary by the ((Parking Manager)) Parking Services Department.

Section 17. That Section 16A.07.010 of the Spokane Municipal Code is amended to read as follows:

Section 16A.07.010 Authority of the ((Parking Manager)) Parking Services Department

The ((Parking Manager)) Parking Services Department is hereby authorized to:

- A. establish on-street parking rates and time limits according to [SMC 08.02.083\(B\)](#);
- B. establish loading zones, safety zones, passenger loading zones, bus stops, taxi zones, and other restricted parking places, from time to time, at the locations on the public streets and highways as may be in the interest of public safety and convenience, and direct that the same be designated by appropriate signs or other markers to facilitate the movement of traffic, to eliminate congestion and danger, and to promote and maintain a more effective use of the streets and highways;
- C. grant special permissions for loading and unloading in alleys, passenger loading zones, commercial loading zones, or in ((city)) City rights-of-way and other ((city-controlled)) City-controlled parking areas under the jurisdiction of the City of Spokane;
- D. manage and update the [Paid Parking Zone map](#);
- E. direct the installation of parking payment devices in locations within the Paid Parking Zone;
- F. impound unauthorized vehicles on public property; and
- G. issue civil infractions for all violations of this chapter.

Section 18. That Section 16A.07.060 of the Spokane Municipal Code is amended to read as follows:

Section 16A.07.060 Vehicle Immobilization and Impoundment

A. Definitions

((1. “Impound” means to take and hold a vehicle in legal custody.

2. “Immobilization device” means a device which immobilizes the vehicle by either clamping and locking to a wheel impeding movement of the vehicle, or by attaching to the vehicle's windshield in such a manner to obscure the view of the driver, thereby preventing legal operation of the vehicle.

3. “Public impound” means that the vehicle has been impounded at the direction of a law enforcement officer or by a public official having jurisdiction over the public property upon which the vehicle was located.

4. “Public Property” means any street, road, public highway or other publicly owned property.

5. “Scofflaw” means a vehicle which has been issued four (4) or more parking tickets which remain unpaid more than forty-five (45) days after the issuance of the ticket.

6. “Unauthorized vehicle”, for purposes of this section, means a vehicle that is subject to impoundment after being left unattended in one of the following circumstances:

- a. Constituting an accident or a traffic hazard as defined in RCW 46.55.113;
- b. On a highway and tagged as described in RCW 46.55.085;
- c. In a publicly owned or controlled parking facility, properly posted under RCW 46.55.070; or,
- d. In violation of any of the restrictions subject to vehicle impoundment under [SMC 16A.07.070](#) or [SMC 16A.07.080](#).)

The following definitions apply to the terms in this chapter:

Term	Definition
Impound	“Impound” means to take and hold a vehicle in legal custody.

Immobilization device	"Immobilization device" means a device that immobilizes the vehicle by either clamping and locking to a wheel impeding movement of the vehicle, or by attaching to the vehicle's windshield in such a manner to obscure the view of the driver, thereby preventing legal operation of the vehicle.
Public impound	"Public impound" means that the vehicle has been impounded at the direction of a law enforcement officer or by a public official having jurisdiction over the public property upon which the vehicle was located.
Public Property	"Public Property" means any street, road, public highway, or other publicly owned property.
Scofflaw	"Scofflaw" means a vehicle that has been issued four (4) or more parking tickets which remain unpaid for more than forty-five (45) days after the issuance of the ticket.
Unauthorized vehicle	<p>"Unauthorized vehicle", for purposes of this section, means a vehicle that is subject to impoundment after being left unattended in one of the following circumstances:</p> <ol style="list-style-type: none"> a. Constituting an accident or a traffic hazard as defined in RCW 46.55.113; b. On a highway and tagged as described in RCW 46.55.085; c. In a publicly owned or controlled parking facility, properly posted under RCW 46.55.070; or d. In violation of any of the restrictions subject to vehicle impoundment under SMC 16A.07.070 or SMC 16A.07.080.

B. If a vehicle is in violation of the time restrictions of RCW 46.55.010(14) as set forth in ~~((subsections (6)(a) or (6)(c)))~~ in subsections a and c in the definition of

"Unauthorized vehicle" above, it may be immediately impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property. Vehicles in violation of ((6)(b))) Subsection b in the definition of "Unauthorized vehicle" above may be impounded within twenty-four (24) hours.

- C. If a vehicle is in violation of any of the restrictions subject to vehicle impoundment set forth in ((section 6(d))) subsection d in the definition of "Unauthorized vehicle" above, it may be impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property.
- D. In addition to law enforcement officers, the ((Parking Manager)) Director of Transportation and Sustainability, or ((his or her)) their designee, is a public official with jurisdiction over the public property and with authority to authorize impoundment of unauthorized vehicles on public property.
- E. The impoundment of unauthorized vehicles on public property under this section shall incorporate all procedures related to vehicle impoundment as set forth in Chapter 46.55 RCW. Chapter 46.55 RCW, as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein.
- F. Scofflaw List.

As frequently as practicable, the Parking Services Department, working in conjunction with Spokane Municipal Court and the collection agency contracted by the City or Spokane Municipal Court, shall prepare, maintain, and update a scofflaw list.

1. Civil Penalties to Cover Administrative Costs.

There is imposed upon the owner of every vehicle on the scofflaw list a civil penalty of the amount specified in the City of Spokane Parking Fee Schedule (SMC 08.02.083(A)) to cover costs of administering the scofflaw list.

There is also imposed upon the owner of every vehicle on the scofflaw list that is immobilized or impounded hereunder a civil penalty of the amount specified in the City of Spokane Parking Fee Schedule (SMC 08.02.083(A)) to cover the additional administrative costs of immobilization and/or impoundment.

2. Notice.

- a. The City's contracted collection agency shall give notice by first class mail to the last known registered owner of the vehicle, as disclosed by the vehicle license plate number and as provided by the Washington State Department of Licensing or equivalent vehicle licensing agency of the state in which the vehicle is registered for

each vehicle on the scofflaw list, stating that the vehicle is on the scofflaw list; and

- i. the date and the nature of each ticket overdue, and the amount due on each;
- ii. that a scofflaw list fee in the amount specified in subsection 1 of this section has been imposed to cover administrative costs;
- iii. the total amount currently due;
- iv. a specific deadline for response, no less than ten (10) days after the date of mailing;
- v. that the owner shall, by said deadline, respond to the notice. Response shall be by paying the total amount due, scheduling a hearing with the Spokane Municipal Court, or by arranging a payment schedule with the City's contracted collection agency for payment of the total amount due; and
- vi. that if the vehicle owner fails to respond within the prescribed time period, the listed vehicle will be subject to immediate immobilization or impoundment pursuant to the procedures in [SMC 16A.07.060\(F\)](#), payment of the civil penalties imposed in the [City of Spokane Parking Fee Schedule \(SMC 08.02.083\(A\)\)](#) and payment of the costs of immobilization, towing and storage.

- b. The notice required by this subsection is sufficient if mailed to the address provided by the Washington State Department of Licensing; provided, however, that if the City's contracted collection agency, after exercising due diligence, to discover any mailing address, then notice is sufficient if it is posted on the vehicle, or personally served on the vehicle owner or driver, or provided by any other means reasonably calculated to provides notice to vehicle owner or driver.
- c. If the vehicle owner or an agent of the owner pays the fines and fees, including the amount(s) specified in the [City of Spokane Parking Fee Schedule \(SMC 08.02.083\(A\)\)](#), and all towing and storage charges, if any, schedules a hearing with the Spokane Municipal Court, or arranges a payment plan through the City's contracted collection agency, parking services shall remove the vehicle from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent appears to pay or sets a hearing with the Spokane Municipal Court, such

subsequent tickets shall also be paid before the vehicle is removed from the scofflaw list.

- d. The owner of a vehicle that is subject to the procedures of this section and in [SMC 16A.07.060\(F\)\(3\)](#) and [\(4\)](#), is entitled to a hearing in the Spokane Municipal Court pursuant to RCW 46.55.120 (2)(b) to contest the validity of the immobilization, impoundment, or the amount of towing and storage charges. Any request for a hearing and the resolution thereof shall be as set forth in RCW 46.55.120 (3), which are hereby adopted by reference as now exist or hereafter may be amended.
- e. Failure to appear for a scheduled hearing or to remain current and in good standing on any arranged payment plan with the City's contracted collection agency((,)) will result in the vehicle returning to the scofflaw list and being eligible for immediate immobilization.

3. Immobilization.

- a. If the owner of a vehicle to whom notice has been sent pursuant to [SMC 16A.07.060\(F\)\(2\)](#) fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges then due, including but not limited to the amount(s) specified in the [City of Spokane Parking Fee Schedule \(SMC 08.02.083\(A\)\)](#), the vehicle can be removed from the scofflaw list under [SMC 16A.07.060\(F\)\(2\)\(c\)](#) and may be immobilized by installing an immobilization device on the vehicle.
- b. The person installing the immobilization device shall leave under the windshield wiper or otherwise attach to such vehicle a notice advising the owner that:
 - i. the vehicle has been immobilized by the City of Spokane for failure to pay four or more uncontested parking tickets within forty-five (45) days of their issuance,
 - ii. that release of the immobilization device may be obtained by paying the fines, fees, and civil penalties due,
 - iii. that unless such payments are made within two (2) business days of the date of the notice, the vehicle will be impounded, and
 - iv. that it is unlawful for any person to remove or attempt to remove the immobilization device, to damage the immobilization device, or to move the vehicle with the

immobilization device attached.

- c. No parking restriction otherwise applicable to the vehicle applies while the vehicle is immobilized by an immobilization device installed under the provisions of this section.
- d. Before the vehicle may be released from immobilization, the vehicle owner or an agent of the owner shall pay all fines and fees then due, including but not limited to the amounts specified in the [City of Spokane Parking Fee Schedule \(SMC 08.02.083\(A\)\)](#).

Upon such payment, the vehicle shall be removed from the scofflaw list, and the immobilization device shall promptly be removed from the vehicle. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, the subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from immobilization.

4. Impoundment.

- a. The following vehicles may be impounded:

- i. A vehicle that was issued eight (8) or more parking tickets that are unpaid forty-five (45) or more days after the date of their issuance, where the registered owner of the vehicle was sent a notice pursuant to [SMC 16A.07.060\(F\)](#) and the owner fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges the vehicle can be removed from the scofflaw list under [SMC 16A.07.060\(F\)\(2\)\(c\)](#); or
- ii. A vehicle that was immobilized pursuant to [SMC 16A.07.060\(D\)](#) and the vehicle's owner failed to pay all fines, fees, and administrative charges within two (2) business days of the date the vehicle was immobilized, such that the vehicle can be removed from the scofflaw list under [SMC 16A.07.060\(F\)\(2\)\(c\)](#); or

- b. The uniform impound authorization and inventory form provided for by administrative rule by the Washington ~~((state patrol))~~ [State Patrol](#) pursuant to RCW 46.55.075 shall be used when applicable.

If a vehicle has been impounded pursuant to [SMC 16A.07.060\(F\)\(4\)](#), before the vehicle may be released from impound, the vehicle owner or an agent of the owner shall pay all fines and fees then owing, including but not limited to the amounts specified in the [City of Spokane Parking Fee Schedule \(SMC 08.02.083\(A\)\)](#); and

all towing and vehicle storage charges. Upon such payment, the vehicle shall be removed from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, such subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from impoundment.

Section 18. That Section 16A.07.070 of the Spokane Municipal Code is amended to read as follows:

Section 16A.07.070 When a Vehicle Is Subject to Immediate Impoundment

A vehicle may be subject to immediate impoundment under the following circumstances and if no reasonable alternative to impoundment exists:

- A. When the vehicle is obstructing or is likely to obstruct the normal flow of vehicular or pedestrian traffic. ([SMC 16A.05.240](#))
- B. When the vehicle blocks a fire hydrant or lane, constitutes a danger to travel, impedes safe passage, or poses a threat to public safety. ([SMC 16A.05.170](#), [SMC 16A.05.180](#), [SMC 16A.05.240](#), [SMC 16A.05.370](#))
- C. When a vehicle with an expired registration of more than forty-five days is parked on a public street. (RCW 46.16A.030(7))
- D. When the vehicle is illegally occupying a zone or parking space where, by order of the ((Parking Manager)) Director of Transportation and Sustainability or Chief of Police or Fire or their designees, parking is limited to pre-authorized vehicles, designated classes of vehicles, or is prohibited during certain hours, on designated days or at all times, if the zone has been established with signage for at least twenty-four (24) hours giving notice that a vehicle will be removed if illegally parked in the zone and where such vehicle is interfering with the proper and intended use of such zones or parking space(s). ([SMC 16A.05.050](#), [SMC 16A.05.060](#), [SMC 16A.05.330](#), [SMC 16A.05.340](#), [SMC 16A.05.350](#), [SMC 16A.05.410](#), [SMC 16A.05.450](#), [SMC 16A.05.460](#))
- E. When the vehicle is impeding snow removal or other street needs after notice has been given by the City by way of press, radio, and/or television, or by other notice to the occupants in the neighborhood. ([SMC 16A.61.564](#))
- F. Whenever a vehicle without a special license plate, placard, or decal indicating that the vehicle is being used to transport a person with disabilities under RCW 46.19.010 is parked in a stall or space clearly and conspicuously marked under RCW 46.61.581, which space is provided on private property without charge or on public property.

Section 19. That Section 16A.60.010 of the Spokane Municipal Code is hereby repealed.

Section 20. That Section 16A.61.5703 of the Spokane Municipal Code is amended to read as follows:

Section 16A.61.5703 Special Loading Zones

- A. Permits for creating special loading zones for use by commercial vehicles and vehicles while engaged in services in conjunction with public utilities, construction and maintenance, and special parking zones for use by official clearly identifiable news media vehicles and clearly identified vehicles of charitable nonprofit service organizations and vehicles qualifying for an Entertainment Parking District (EPD) privilege as provided in [SMC 16A.04.100\(G\)](#) may be issued by the ((Parking Manager)) Parking Services Department, in accordance with rules and regulations established by the ((Parking Manager)) Parking Services Department.
- B. An approved special loading zone shall be established and designated by meter hood, temporary sign(s), barricade(s), or other device approved by the ((Parking Manager)) Parking Services Department and used by the permittees to create, in the case of commercial vehicles, a special loading zone in a regular parking space for a time period normally not exceeding thirty minutes for the purpose of expeditiously loading and unloading commodities, and in the case of news media vehicles a special parking zone in a regular parking space for a period normally not exceeding one hour for the purpose of news reporting activities, and in the case of charitable nonprofit service organizations a special parking zone in a regular parking space for a period normally not exceeding one hour for the purpose of performing charitable services for the benefit of the inhabitants of the City.
- C. Use of EPD special loading zones by qualifying vehicles shall not exceed the time necessary to support the operational and parking needs to support an entertainment venue.
- D. Special loading zones shall not be established in loading or restricted zones or in paid parking zone spaces of less than a one-hour time limit and shall contain thereon a card which identifies the permittee and the date and time of the special loading zone.
- E. Vehicles lawfully parked at a paid parking space in a special loading zone at the time a special loading zone is established are not in violation of this section until the applicable parking time for the vehicle has expired.
- F. EPD special loading zones are only valid within the EPD. Permittees of EPD special loading zones are responsible ((to designate)) for reporting unauthorized vehicles to an authorized law enforcement officer and must agree to indemnify and hold harmless the City and its agents against all loss or liability because of a wrongful impound or any claims related thereto.

G. Violation of proper special loading zone use shall result in the meter hood, temporary sign(s), barricade(s), or other device approved by the ((Parking Manager)) Parking Services Department being removed from the space, cancellation of the permit, and forfeiture of any deposit. Rates to be charged for special loading zones shall be as set out in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)).

Section 21. That Section 16A.62.010 of the Spokane Municipal Code is hereby repealed.

Section 22. That Section 16A.65.010 of the Spokane Municipal Code is hereby repealed.

Section 23. That Section 16A.84.010 of the Spokane Municipal Code is hereby repealed.

Section 24. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 25. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 02/02/2026

Submitting Dept	CITY COUNCIL		Date Rec'd	1/6/2026
Contact Name/Phone	ADAM 6779		Clerk's File #	
Contact E-Mail	AMCDANIEL@SPOKANE CITY.ORG		Cross Ref #	
Agenda Item Type	First Reading Ordinance		Project #	
Council Sponsor(s)	PDILLON KKLITZKE		Bid #	
Sponsoring at Administrators Request	YES			
Lease? NO	Grant Related? NO	Public Works? NO		
Agenda Item Name	UPDATING POSITION AND DEPARTMENTAL TITLES AND CODE PROVISIONS TO			

Agenda Wording

An ordinance updating position and departmental titles and code provisions to conform to Ordinances C36752 and C36795; amending Sections 15.06.030, 15.06.050, 15.06.060, 15.06.070, 17C.420.020, and 17E.06.160 of the Spokane Municipal Code.

Summary (Background)

This ordinance updates current provisions of the Spokane Municipal Code to reflect the renaming of the Arts, Culture, and Historic Preservation Department and to make other changes to conform to Ordinances C36752 and C36795.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost **\$**Current Year Cost **\$**Subsequent Year(s) Cost **\$****Narrative****Amount****Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept HeadDivision DirectorAccounting Manager

ZOLLINGER, NICHOLAS

Legal

SCHOEDEL, ELIZABETH

For the Mayor**Distribution List**



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 02/09/2026

Date Rec'd

1/6/2026

Clerk's File #

ORD C36834

Cross Ref #

ORD C36646

Project #

Submitting Dept

PLANNING & ECONOMIC

Bid #

Contact Name/Phone

SPENCER 509-625-6097

Requisition #

Contact E-Mail

SGARDNER@SPOKANE CITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

EXTENSION OF INTERIM ZONING ORDINANCE FOR HEIGHT LIMITS

Agenda Wording

Extension of interim zoning ordinance for height limits.

Summary (Background)

Council adopted ORD C36646 in March 2025 as an interim zoning ordinance. The ordinance eliminated height limits in the downtown and clarified height limits in other zones across the city. As an interim zoning ordinance, it was assigned a duration of six months, which would expire on Sept 24th. On Sept 15, 2025, City Council adopted a six-month extension, with an expiration of March 24, 2026. The Planning and Economic Development department continues to conduct engagement and study the impacts of permanent changes to height limits as part of the City's periodic update to the Comprehensive Plan. In addition, the City has engaged a consultant, Clarion, to assess and prepare a new development code to replace SMC Title 17. It is expected that policy work regarding the height changes will be completed with the Comprehensive Plan update and that code changes will be implemented as part of the Clarion project. This ordinance proposes to extend the duration of the interim ordinance another six months to September 24, 2026. The period update is due in December 2026 so it is anticipated that one more extension will be necessary after this one.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost **\$**Current Year Cost **\$**Subsequent Year(s) Cost **\$****Narrative****Amount****Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept Head GARDNER, SPENCERDivision Director MACDONALD, STEVENAccounting Manager ZOLLINGER, NICHOLASLegal SCHOEDEL, ELIZABETHFor the Mayor PICCOLO, MIKE**Distribution List**

sgardner@spokanecity.org

smacdonald@spokanecity.org eking@spokanecity.org

ORDINANCE NO. C36834

An ordinance to extend the duration of interim zoning ordinance C36646 concerning height limits; setting a public hearing; and reiterating a work program.

WHEREAS, on March 24, 2025, City Council adopted ordinance C36646, an interim zoning ordinance regarding height limits; and

WHEREAS, on September 15, 2025, City Council adopted ordinance C36749, which extended the duration of ordinance C36646 to March 24, 2026; and

WHEREAS, on November 3, 2025, City Council adopted ordinance C36773, approving a consultant contract for the project entitled "Code Assessment and Modernization of Title 17 of the Spokane Municipal Code"; and

WHEREAS, the Planning and Economic Development department continues to perform related studies and public engagement as part of the periodic update to the City's Comprehensive Plan, requiring additional time beyond the original expiration; and

WHEREAS, the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code is expected to continue beyond the expiration of March 24, 2026; and

WHEREAS, pursuant to RCW 36.70A.390, the City Council held a public hearing in support of the adoption of this ordinance.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Hearing. That the hearing held at the time of adoption of this ordinance fulfills the requirement of RCW 36.70A.390 to hold a hearing in connection with this extension.

Section 2. Work Plan. That the Planning and Economic Development Department shall continue to study, conduct additional public engagement, and evaluate height limits as part of the periodic update to the Comprehensive Plan and the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code projects.

Section 3. Duration. That the duration of the interim zoning ordinance enacted by ordinance C36646 shall be extended an additional six months to September 24, 2026.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 02/09/2026

Submitting Dept	PLANNING & ECONOMIC	Date Rec'd	1/6/2026
Contact Name/Phone	DELLA (509) 625 - 6895	Clerk's File #	
Contact E-Mail	DMUTUNGI@SPOKANCITY.ORG	Cross Ref #	
Agenda Item Type	Contract Item	Project #	
Council Sponsor(s)	SDIXIT PDILLON	Bid #	
Sponsoring at Administrators Request	NO	Requisition #	
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	COMMUTE TRIP REDUCTION INTERLOCAL AGREEMENT RENEWAL		

Agenda Wording

Interlocal agreement between the City of Spokane and Spokane County regarding the biannual renewal of the Commute Trip Reduction program

Summary (Background)

The State of Washington mandates that the City of Spokane and Spokane County implement a Commute Trip Reduction program for all major employers. The State has allocated funding to the City of Spokane to implement its CTR plan for the next two years, and every two years, historically, the City has signed this agreement with the County, granting the funds back to the County in exchange for their conducting the required CTR duties on the City's behalf. This provides economy of scale when the County as a whole conducts a single program, as opposed to multiple programs run by each jurisdiction.

What impacts would the proposal have on historically excluded communities?

The program does not have any negative impacts on historically excluded communities. The benefits of the CTR program are advantageous to all communities.

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

Anonymized program demographic data can be requested as appropriate through the County's CTR office, Commute Smart Northwest.

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

The County monitors and recognizes the City's performance as a CTR workplace to determine compliance with the CTR ordinance, reward exemplary performance, and conduct an annual review to determine if the City and other affected worksites are acting in good faith to meet the goals established by the CTR Law. In 2022, Commute Smart Northwest recognized the City of Spokane – City Hall with a Pinnacle Award for performance as a CTR workplace, achieving a Platinum Award for four years in a row.

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

1) Comprehensive Plan Chapter 4 – Transportation: walkability, accessibility, and transportation goals. TR4.a “Implement the City’s and County’s Commute Trip Reduction Plan and explore expansion of reduction plans such as the Growth and Transportation Efficiency Centers (GTEC) Plan.” 2) City of Spokane Commute Trip Reduction Implementation Plan Update: 2025-2029 3) Spokane Sustainability Action Plan Strategy 6, TL 6.1 – Work with regional partners to enhance and promote the commute trip reduction program.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost **\$**Current Year Cost **\$**Subsequent Year(s) Cost **\$****Narrative**

No known fiscal impact to city operations.

Amount	Budget Account
Select \$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?**

Yes

Expense Occurrence N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals**

<u>Dept Head</u>	GARDNER, SPENCER	
<u>Division Director</u>	MACDONALD, STEVEN	
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS	
<u>Legal</u>	HARRINGTON,	
<u>For the Mayor</u>	PICCOLO, MIKE	

Distribution List

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erabdsadmin@spokanecity.org	tblack@spokanecity.org
eking@spokanecity.org	

Committee Agenda Sheet

Urban Experience Committee

Committee Date	1/15/2026
Submitting Department	Planning and Economic Development
Contact Name	Della Mutungi
Contact Email & Phone	dmutungi@spokanecity.org , 625-6895
Council Sponsor(s)	CM Paul Dillon and CM Sarah Dixit
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Commute Trip Reduction Interlocal Agreement-Renewal
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The State of Washington mandates that the City of Spokane and Spokane County implement a Commute Trip Reduction (CTR) program under RCW 70A.15.4000-4110 for all major employers to promote a reduction in the miles traveled by commuting employees. The State has allocated funding to the City of Spokane to implement its CTR plan for the next two years for the performance of certain actions relating to employers in the City that employ 100 or more people. The amount of funds is dependent on the number of such employers in the City in a given two-year period. Since 1994, the County has implemented the City's CTR plan in exchange for the City's share of the allocated funds. The County is proposing an updated agreement to extend this arrangement for 2 years. This is the latest iteration of a biennial intergovernmental agreement between the County and the City, covering 2025 to 2027.</p> <p>For reference, the last few agreements have concerned the following amounts, which shifts based on the numbers of employers in the program:</p> <p>2011: \$194,510 2013: \$225,287 2015: \$214,387 2017: \$211,731 2019: \$206,660.38 2023: \$357,253 2025: \$366,601</p> <p>Every two years, historically, the City has signed this intergovernmental agreement with the County, granting those funds back to the County in exchange for their conducting the required CTR duties on the City's behalf. The County's agent in these actions, Ms. LeAnn Yamamoto, operates a dedicated program for these kinds of activities and has both the expertise and the capacity to conduct the required actions. This approach creates an economy of scale by leveraging support from employers throughout the County to create a common, robust program.</p> <p>Executive Summary: The proposed intergovernmental agreement would do the following:</p> <ul style="list-style-type: none"> • The County representative, Ms. Yamamoto, will conduct the 28 required actions (see Attachment A of the attached contract);

	<p>The City will:</p> <ul style="list-style-type: none"> • Provide to the County any proposed amendments to the CTR Plan and Ordinance (the updated 2025-2029 CTR plan will be provided); • Provide to the County copies of any CTR-related amendments to parking ordinances prior to public review (none are proposed at this time); • Implement a CTR Program for City employees (already underway as an ongoing program); • Provide to the County the \$366,601 upon issuance of the same funds to the City by WSDOT <p>Were the City to change this ongoing relationship and keep the \$366,601, the City would be required to conduct the 28 required actions, requiring a new full-time person as well as other financial and material assets. Conversely, the County has an ongoing successful program, staff with the capability and expertise to conduct these activities, and the capacity to perform them on our behalf. Furthermore, it provides economy of scale when the County as a whole conducts a single program, as opposed to multiple programs run by each jurisdiction.</p>
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Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source One-time Recurring N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Yes

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

N/A

The program does not have any negative impacts on historically excluded communities. The benefits of the CTR program are advantageous to all communities.

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

Anonymized program demographic data can be requested as appropriate through the County's CTR office, Commute Smart Northwest.

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

The County monitors and recognizes the City's performance as a CTR workplace to determine compliance with the CTR ordinance, reward exemplary performance, and conduct an annual review to determine if the City and other affected worksites are acting in good faith to meet the goals established by the CTR Law. In 2022, Commute Smart Northwest recognized the City of Spokane – City Hall with a Pinnacle Award for performance as a CTR workplace, achieving a Platinum Award for four years in a row.

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

- 1) Comprehensive Plan Chapter 4 – Transportation: walkability, accessibility, and transportation goals. TR4.a “Implement the City’s and County’s Commute Trip Reduction Plan and explore expansion of reduction plans such as the Growth and Transportation Efficiency Centers (GTEC) Plan.”
- 2) City of Spokane Commute Trip Reduction Implementation Plan Update: 2025-2029
- 3) Spokane Sustainability Action Plan Strategy 6, TL 6.1 – Work with regional partners to enhance and promote the commute trip reduction program.

**INTERGOVERNMENTAL AGREEMENT
Between Spokane County and the City of Spokane
Regarding Commute Trip Reduction Implementation**

THIS AGREEMENT, made and entered by and between the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 W. Spokane Falls Blvd., Spokane, WA, 99201, hereinafter referred to as the "City" and Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at West 1026 Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as the "County," jointly hereinafter referred to as the "Parties."

WITNESSETH

WHEREAS, the Washington State Legislature has adopted legislation codified in RCW 70A.15.4000-4110, the purpose of which is to improve air quality, improve transportation system efficiency and reduce the consumption of petroleum fuels through employer-based programs that encourage the use of alternatives to the single occupant vehicle for commute trips and reduce vehicle miles traveled (VMT); and

WHEREAS, RCW 70A.15.4020 requires counties containing urban growth areas and cities and towns with "major employers," that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay or jurisdictions that are located in contiguous urban growth areas, or are within an urban growth area with a population greater than seventy thousand people that adopted an ordinance before the year 2000 or jurisdictions that are located in contiguous urban growth areas, or contain a major employment installation in an affected county to develop ordinances, plans and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use, and

WHEREAS, the County and each affected city within Spokane County have adopted Commute Trip Reduction Ordinances and must implement a Commute Trip Reduction (CTR) Plan for all major employers; and

WHEREAS, the Washington State Department of Transportation (WSDOT) Public Transportation Division is responsible for administering funds on behalf of the state legislature and is desirous of making available to Spokane County certain funds and requiring Spokane County to enter into agreements through the Interlocal Cooperation Act or by Resolution or Ordinance as appropriate with other jurisdictions, local transit agencies, or regional transportation planning organizations to coordinate the development, implementation and administration of CTR Plans and Ordinances as described in RCW 70A.15.4000-4110.

WHEREAS, Spokane County has entered into an agreement with the WSDOT under Agreement No. PTD0845PTD1220, hereinafter referred to as "WSDOT Agreement," pursuant to which Spokane County is eligible to receive a reimbursable amount of funds which the County will distribute to itself and cities to implement and administer Commute Trip Reduction Plans and Ordinances; and

WHEREAS, pursuant to the provisions of RCW 70A.15.4020 (5), counties and cities may enter into agreements through the Interlocal Cooperation Act to coordinate the development and implementation of Commute Trip Reduction Plans and Ordinances; and

WHEREAS, Spokane County has allocated \$357,253\$366,601 to the City from the Agreement No. PTD0845-PTD1220 which the City is now desirous of making available to the County to perform those tasks which are the responsibility of the City.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, and as authorized under chapter RCW 70A.15.4020 (5), the parties hereto do mutually agree as follows:

Section 1: PURPOSE

The County has entered into a WSDOT Agreement with the WSDOT under which it will receive \$647,100\$650,200 for two years. This funding is to be allocated to the County and cities within Spokane County for their use in the implementation and administration of their CTR Plans and Ordinances. The County, based upon an allocation formula established by the WSDOT, has determined that the City shall receive \$357,253\$366,601 from the WSDOT Agreement from which it shall perform certain tasks. The City agrees to its proportionate share of the monies made available to the County in the WSDOT Agreement and agrees to allow Spokane County to retain its proportionate share in consideration of the County performing those tasks as more particularly set forth in Attachment "A" attached hereto and incorporated herein by reference. In conjunction with allowing the County to retain its proportionate share of monies, the City will execute any and all necessary documents which may be required by the WSDOT.

It is understood by the parties hereto, that in order for the County to perform those tasks as set forth in Attachment "A" for the City, the City must perform certain tasks. Attached hereto as Attachment "B" and incorporated herein by reference, is a listing of tasks which the City agrees to perform in conjunction with the County performing those tasks set forth in Attachment "A."

Section 2: DURATION

The County agrees to provide those tasks set forth in Section 1 and complete performing such tasks on or before June 30, 20252027.

Section 3: TERMINATION

The parties agree that this Agreement may be terminated by either party for material breach of any provision set forth herein, upon ninety (90) days advance written notice to the other party at the address set forth hereinabove. Provided, however, the parties agree that any notification of termination shall set forth the specific provision(s) for which such notification is being provided and additionally, advise that if such default is cured within such ninety (90) day time frame, said termination notification shall be of no force and effect.

In the event of termination, the County agrees to provide to the City all written documentation which it has completed to the date of termination under the terms of this Agreement. Additionally, the County agrees to return to the City that portion of the monies set forth in Section 1 hereinabove, which has not been expended by the county, prior to the date of termination, on the City's behalf in providing those tasks as set forth in Attachment "A."

Provided, further, the parties recognize that the WSDOT in Agreement No.

PTD0845PTD1220, has retained the right to unilaterally terminate all or a part of such contract if there is a reduction of funds from the funding source. Accordingly, in the event that the WSDOT terminates all or part of the WSDOT Agreement with Spokane County, and such action affects the allocation of funds by the County to the City herein, and/or modifies the tasks to be performed hereunder, the parties will immediately meet to renegotiate the provisions of this Agreement.

Section 4: DESIGNATION OF ADMINISTRATOR

The County hereby designated Ms. LeAnn M. Yamamoto, the Spokane County Transportation Demand Management Manager, as its designee for the purpose of administering and coordinating the County's responsibilities under the terms of this Agreement.

Section 5: ACQUISITION/DISPOSITION OF PROPERTY

The parties hereto agree that any real or personal property acquired by the County with those monies made available to the County by the City under Section 1 hereinabove shall be and remain the sole property of the County upon acquisition and/or termination of this Agreement.

Section 6: COMPLIANCE WITH LAWS

The County agrees to observe all applicable federal, state and local laws, ordinances and regulations including, but no necessarily limited to, the Americans with Disabilities Act and chapter 49.60 RCW, to the extent that they may have any bearing on performing those tasks for the City as set forth in Section 1 hereinabove. Additionally, the County agrees to comply with all applicable funding audit requirements of the WSDOT in conjunction with performing those tasks for the City. The County agrees to make available to the City or its duly authorized representative during normal County business hours and all records which it has kept in conjunction with providing those services for the City as set forth herein above.

Section 7: NOTICES

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

CITY: Mayor or designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

COUNTY: Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

Section 8: HEADINGS

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they appertain.

Section 9: MODIFICATION

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

Section 10: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The City has read and understands all of this Agreement, and now states that no representation, promise or agreement not expressed in this Agreement has been made to induce the City to execute the same.

Section 11: LIABILITY

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's

intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

Section 12: ANTI-KICKBACK

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

Section 13: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any of its provisions, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

Section 14: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

Section 15: SEVERABILITY

If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

Section 16: RCW 39.34 REQUIRED CLAUSES

- A. PURPOSE: See Section 1.
- B. DURATION: See Section 2.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES: See Agreement provisions.
- E. AGREEMENT TO BE FILED: The City shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. FINANCING: See Section 1.
- G. TERMINATION: See Section 3.
- H. PROPERTY UPON TERMINATION: See Section 5.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF SPOKANE

By: _____

Title: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Chair _____

Vice Chair _____

Commissioner _____

Commissioner _____

Commissioner _____

Approved by:

Assistant City Attorney _____

ATTEST:

City Clerk

Date

ATTEST:

Ginna Vasquez, Clerk of the Board

Date

Exhibit I
Funding Allocation Methodology

RCW 70A.15.4080 authorizes the CTR Board to determine the allocation of program funds made available for the purpose of implementing CTR plans. The funding allocated for local implementation of CTR activities from July 1, 2023-2025 through June 30, 2025-2027 is based on the 2023-20252025-2027 Commute Trip Reduction (CTR) Notice of Award issued by WSDOT on June 23, 2023August 6, 2025.

ATTACHMENT "A"

STATEMENT OF WORK

The County will:

1. Promote consistency within all affected local government jurisdictions within Spokane County, while serving the City's specific needs.
2. Maintain and administer the City's CTR Ordinances and Plan.
3. Employ a full-time Transportation Demand Management Manager to administer the County's and City's CTR Plans and Ordinances.
4. Take reasonable measures to identify and notify all affected employers within the City.
5. Assist each affected employer within the City in preparing a program and promoting the principles of Transportation Demand Management (TDM) with the employer's employees.
6. Maintain an appeals process consistent with RCW 70A.15.4060(e) by which major employers, who as a result of special characteristics of their business or its locations would be unable to meet the requirements of a commute trip reduction plan, may obtain a waiver or modification of those requirements and criteria for determining eligibility for waiver or modification. Within 30 days from the date of approval, submit to WSDOT the name and employer identification code for any worksite that has been granted an exemption. Include information about the duration of all exemptions and information on the type of modification granted.
7. Submit to WSDOT periodic progress reports summarizing the overall CTR implementation costs incurred by the County and shall be reported in a format provided by WSDOT.
8. Provide WSDOT with a public hearing notice and copies of any proposed amendments to the CTR ordinance, plan, and/or administrative guidelines within the first week of the public review period and final copies of all actions within one (1) month of adoption.
9. Coordinate and administer baseline and measurement CTR employer surveys. Provide employer survey assistance, training and state-supplied survey forms.
10. Notify WSDOT prior to sending any surveys to University of Washington for processing. The notification must include the name of the worksite, employer identification code and type of survey for each survey being submitted for processing. The notification shall be

submitted as an electronic spreadsheet via electronic mail. The County agrees to wait for confirmation from WSDOT prior to sending or delivering the surveys for processing.

11. Provide WSDOT with updated lists of affected worksites and jurisdiction contacts on a periodic basis or as requested by WSDOT. These updates will be submitted electronically in a format specified by WSDOT.
12. Continue to monitor the programs of each of the affected employers in the City to determine compliance with the CTR Ordinance and Plan. Complete annual review of employer CTR programs including a determination as to whether the employer is acting in good faith to meet the goals established by the CTR Law.
13. Provide on-going support to all employer designated Employee Transportation Coordinators (ETCs) and assist ETCs in facilitating regular employer networking opportunities and obtaining information necessary to perform their duties including information materials that explain a range of measures and activities to encourage employee use of commute alternatives.
14. Market available services to affected employers to assist in accomplishing CTR goals.
15. Work collaboratively with and provide technical guidance and support to employers in developing successful CTR programs.
16. Conduct at least one Basic ETC Training Course per year, using WSDOT-provided ETC Handbook and other training materials reviewed and approved by WSDOT.
17. Provide employers with written information on basic requirements of the CTR ordinance and goals set forth in approved CTR plans.
18. Attend transportation or health/benefits fairs at affected employer worksites to encourage high-occupancy vehicle commuting and promote the employer's CTR program.
19. Design, construct and distribute worksite Commuting Options Boards. Provide professional materials such as brochures, flyers, posters, newsletters, clip art and other tools to assist employer implementation of worksite CTR programs.
20. Provide all affected employers with the WSDOT-approved "Program Description & Employer Annual Report" form. Ensure completed reports are submitted by affected employers to meet applicable deadlines.
21. Submit to WSDOT periodic invoices along with progress reports that accurately assess the progress made by County, on behalf of City, in implementing RCW 70A.15.4000-4110.
Report contents include:

- a. Detailed summary of CTR events and projects, including implementation assistance provided to affected employers within the City;
- b. Actual total CTR expenditures used by the County for all state CTR funds expended by the County during the previous quarter for the purpose of CTR implementation using WSDOT pre-approved format;
- c. Updated list of affected employers and worksites (electronic);
- d. Total number of worksites by jurisdiction;
- e. List of sites which have applied for exemptions or modifications;

22. Establish and maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred solely for the performance of this Agreement. Establish and maintain a separate "CTR Account" within Spokane County along with supporting documentation such as payroll and time records, invoices, contracts, vouchers or products proving in proper detail the nature and propriety of the charges.

23. Participate in local implementation of statewide CTR public awareness and recognition programs developed by Washington State Department of Transportation.

24. Offer recommendations to the City for policies on parking and site design which will encourage the use of alternative transportation modes.

25. Encourage employers to develop site designs and improvements to office and industrial sites that promote the use of alternative transportation modes.

26. Assist WSDOT with CTR evaluation.

27. Serve as liaison between WSDOT and cities, towns, transit agencies and regional transportation planning organizations for the purpose of RCW 70A.15.4000-4110.

28. Continue applying for funding opportunities to further encourage the use of commute alternatives.

ATTACHMENT "B"

STATEMENT OF WORK

The City will:

1. Provide Spokane County with copies of any proposed amendments to the CTR Plan and Ordinance.
2. Provide Spokane County with copies of any CTR-related amendments to parking ordinances prior to public review.
3. Develop, implement and maintain its own CTR Program as an affected employer or as otherwise specified in the CTR Board Guidelines or RCW 70A.15.4000-4110.
4. Reimburse the County for the services provided by this Agreement in an amount equal to the City's share of the CTR funding as provided in RCW 70A.15.4080.



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 02/02/2026

Date Rec'd

1/9/2026

Clerk's File #

Cross Ref #

Project #

Bid #

Requisition #

Submitting Dept PARKS & RECREATION

Contact Name/Phone NICK HAMAD 363-5452

Contact E-Mail NHAMAD@SPOKANE CITY.ORG

Agenda Item Type First Reading Ordinance

Council Sponsor(s) KKLITZKE SDIXIT

Sponsoring at Administrators Request NO

Lease? YES **Grant Related? NO** **Public Works? NO**

Agenda Item Name APPROVAL OF PARK BOARD LEASE TO AMERICAN INDIAN COMMUNITY

Agenda Wording

AN ORDINANCE approving lease of portion of High Bridge Park to American Indian Community Center for 50 years.

Summary (Background)

On January 8, 2026 the Park Board approved a land lease agreement with the American Indian Community Center (AICC), granting rights to use a 2.25 acre portion of High Bridge Park to develop the new AICC building. This lease finalizes the terms of a lease the Park Board agreed to in principle via a supporting resolution adopted in January 2023. This agreement was developed after park board land committee determined in October 2025 that the proposal is consistent with the 'alternative use of park land' policy and provides a quantifiable net benefit to the park system. This lease agreement agreement incorporates feedback from the December park board land committee. Consistent with Park Board policy relating to long-term leases of park land, the lease identifies an in-kind net benefit to the park system of \$896,000. Annual rent payment is \$1 per year. The lease is renewable for an additional 50-year term on mutual agreement. Per Section 48 of the City Charter, all lease of park land for more than three years must be approved via ordinance. The agenda packet includes Park Board materials relating to the lease and a draft ordinance.

What impacts would the proposal have on historically excluded communities?

The land restores to native use a portion of land historically significant to the Spokane Tribe, along the Spokane River, which will enable the AICC to continue to provide services to native and non-native populations.

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

Not applicable

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

Not applicable

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

Consistent with January 2023 Park Board resolution to lease land to the AICC for construction of a new facility for AICC.

Council Subcommittee Review

reviewed and approved by Park Board.

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 0

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

Narrative**Amount****Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence****Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept HeadACCOUNTING -Division DirectorAccounting ManagerLegalFor the Mayor**Distribution List**

ORDINANCE NO C36836

AN ORDINANCE approving the lease of a portion of High Bridge Park to the American Indian Community Center for 50 years.

WHEREAS, The American Indian Community Center (AICC) has long been a place of connection, stability and opportunity for Native families across the Inland Northwest; and

WHEREAS, the AICC began in 1967 as a gathering place for urban Indians in Spokane, and has since grown into a 501(c)(3) nonprofit that delivers employment, educational and social services while preserving culture and community ties; and

WHEREAS, the AICC has represented more than 300 Tribes and Alaska Native Villages, including each of Washington's 29 Tribes, and today serves more than 3,200 clients annually and supports over 10,000 people across 21 counties in Eastern Washington and North Idaho; making Spokane the largest Native hub between Seattle and Minneapolis; and

WHEREAS, despite its reach and impact, AICC has never had a permanent home, in 57 years has relocated 11 times, forcing families and staff to adapt repeatedly, and its current facility in urban northwest Spokane, is undersized, inaccessible and already outgrown; and

WHEREAS, the AICC has embarked on "The Forever Home Project," an effort to secure a *permanent home* for a 25,000-square-foot facility at High Bridge Park, near the ancestral salmon fishing grounds of the Spokane people; and

WHEREAS, in January 2023 the Spokane Park Board agreed by resolution to work with the AICC to provide a permanent location for the AICC in or near High Bridge Park; and

WHEREAS, in November of 2025, the Park Board Land Committee determined the AICC proposal to construct a community center on approximately 2.25 acres of land within High Bridge Park would result in a quantifiable net-improvement to the city park system as outlined in city administrative policy 1400-24-17.

WHEREAS, the AICC and Park Board agreed to a form of lease, attached to this ordinance as Exhibit A (the "AICC Lease"); and

WHEREAS, on January 8, 2026, the Spokane Park Board unanimously approved the AICC Lease; and

WHEREAS, Article V, Section 48 of the City Charter requires that the lease of park property for a period of more than three years be approved by the City Council by ordinance;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. Lease Approval. The lease of park property to the American Indian Community Center for a term of fifty (50) years, under the terms set forth in the attached lease agreement, is approved by the City Council in compliance with Article V, Section 48 of the Charter of the City of Spokane. The park property is a 2.25 portion of High Bridge Park, more particularly described in the "Ground Lease Area" designated in Exhibit "A" to the AICC Lease.

Section 2. Legal Description. Pursuant to its terms, the AICC Lease may be amended at a future date to include a detailed legal description, and the amended lease and/or a memorandum thereof may be recorded in the records of Spokane County at the option of the American Indian Community Center.

PASSED by the city council on _____

Council President

Attest:

City Clerk

Mayor

Approved as to form:

City Attorney

Date

Effective Date



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 02/02/2026

Date Rec'd

1/8/2026

Clerk's File #

Cross Ref #

Project #

Submitting Dept

COMMUNITY, HOUSING & HUMAN

Bid #

Contact Name/Phone

HEATHER PAGE 509.625.6578

Requisition #

Contact E-Mail

HPAGE@SPOKANE CITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

SDIXIT

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? YES

Public Works? NO

Agenda Item Name

CONTRACT APPROVAL FOR CDBG-CV FUNDS AWARD TO MEALS ON WHEELS

Agenda Wording

Approval of contract CDBG-CV award to Meals on Wheels in the amount of \$210,000

Summary (Background)

CHHS is seeking approval to award \$210,000 in funds from the CDBG-CV program by contracting with Meals on Wheels for food services. Meals on Wheels applied for funds in October 2025, through CHHS's other COVID-related funding source, HOME-ARP. Meals on Wheels was eligible for funding and the application was competitively scored by the review committee. However, due to the limited funding amount and the number of requests for funding, the review committee prioritized projects that directly related to housing over food services. With the availability of additional COVID-related funds, and the similarities in eligible activities and requirements between the COVID-related funding sources, CHHS reviewed the recent HOME-ARP applications for CDBG-CV eligibility. The Meals on Wheels application addressed the need of providing food services to vulnerable LMI Senior households that may be required to avoid social situations due to health concerns. Additionally, meals on wheels programs, in general, are specifically called out in the CDBG-CV guidelines as eligible activities for CDBG-CV funding. The only other unfunded application in the recent HOME-ARP funding round does not meet CDBG-CV eligibility requirements. Following the determination of eligibility, the decision was made to contract with Meals on Wheels, which can implement the CDBG-CV eligible program in the short time available to spend the funds. The CDBG-CV funds must be spent by June 30. CHHS will provide supporting documents after committee and before final council review.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 217,000

Current Year Cost \$ 217,000

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Select	\$	#

Funding Source One-Time**Funding Source Type** Grant**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** One-Time**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**

<u>Dept Head</u>	ANDERSON, ARIELLE M.	<u>ACCOUNTING -</u>	BROWN, SKYLER
<u>Division Director</u>	ANDERSON, ARIELLE M.		
<u>Accounting Manager</u>	BROWN, SKYLER		
<u>Legal</u>			
<u>For the Mayor</u>			

Distribution List

chhsaccounting@spokanecity.org

chhscontracts@spokanecity.org

hpage@spokanecity.org

dnorman@spokanecity.org



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/15/2026

Committee Agenda type: Discussion

Council Meeting Date: 02/02/2026

Submitting Dept	CITY COUNCIL		Date Rec'd	12/29/2025
Contact Name/Phone	PAUL DILLON 625-6254		Clerk's File #	
Contact E-Mail	PDILLON@SPOKANE CITY.ORG		Cross Ref #	
Agenda Item Type	Final Reading Ordinance		Project #	
Council Sponsor(s)	PDILLON KTELIS		Bid #	
Sponsoring at Administrators Request	NO			
Lease? NO	Grant Related? NO	Public Works? NO		
Agenda Item Name	ORDINANCE RELATING TO GOOD NEIGHBOR AGREEMENTS			

Agenda Wording

An ordinance modifying the terms of good neighbor agreements and amending Section 12.05.005 of the Spokane Municipal Code.

Summary (Background)

This ordinance will modify the required terms of good neighbor agreements. When establishing a good neighbor communication team, property owners shall be a part of the team. Also included is a representative of the neighborhood council where the proposed facility will be located. The ordinance also adds a provision to prioritize enforcement of camping restrictions.

What impacts would the proposal have on historically excluded communities?

This proposal would include members of the neighborhood and expand participation by other stakeholders.

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

N/A

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

N/A

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

This ordinance provides for equitable participation by an increased number of interested parties.

Council Subcommittee Review

Not applicable.

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost **\$**Current Year Cost **\$**Subsequent Year(s) Cost **\$****Narrative****Amount****Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept HeadDivision DirectorAccounting ManagerLegalFor the Mayor**Distribution List**

ORDINANCE NO C36828

An ordinance modifying the terms of good neighbor agreements and amending Section 12.05.005 of the Spokane Municipal Code.

WHEREAS, the city of Spokane values our most vulnerable community members and supports a collaborative effort to deliver services that people need in order to have a safe place to sleep; and

WHEREAS, when living facilities are operated well, and responsibilities are well defined, they have the ability to be a thriving and positive presence in the community; and

WHEREAS, a good neighbor agreement is a valuable tool to create a mutual understanding of roles and responsibilities, and it is central to have the right parties involved in creating agreement terms and guidelines for communication; and

WHEREAS, sections 12.05.062 and 12.05.063 of the Spokane Municipal Code require good neighbor agreements before siting of certain city facilities or city-funded facilities or renewed funding of such facilities; and

WHEREAS, to be effective, good neighbor agreements need the participation not only of facility operators but the owners of the property on which they are situated as well as a representative from the neighborhood where the facility will be located.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Section 12.05.005 of the Spokane Municipal Code is amended to read as follows:

- A. "Agent" means any person acting within the scope of employment by or acting on behalf of the City of Spokane including City-facility property managers.
- B. "Baby changing facility" means a table or other device suitable for changing the diaper of a child.
- C. "Employee" means any person holding a regularly compensated position of employment with the City of Spokane including elected officers.
- D. "Basic City Facility" or "Basic City Facilities" means public safety facilities, including fire and police stations; City-owned water reservoirs and other utility facilities; city-owned and city-funded facilities providing emergency shelter or transitional housing; and community centers. For purposes of this chapter, utility facilities shall not include privately constructed utility facilities, stormwater facilities and conveyance systems, or water and wastewater utility transmission and distribution

systems and related appurtenances, to include without limitation, pipe replacements and relocations; well upgrades; pump stations; lift stations, etc.

- E. "City-funded" facility with respect to an individual facility means a facility receiving \$50,000 in the aggregate in any calendar year from the City, directly or indirectly, including but not limited to the general fund expenditures, special revenue or tax funds, and grants, and including any funds for which the city is a fiscal or pass-thru agent. This term does not include any facility that provides services to domestic violence victims, as defined in RCW 70.123.020.
- F. "Emergency shelter" means a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations. This term does not include any facility that provides services to domestic violence victims, as defined in RCW 70.123.020.
- G. "Federal civil immigration enforcement operations" means an operation than has one of its objectives the identification or apprehension of a person or persons in order to investigate them for a violation of the immigration law and subject them to one or more of the following:
 - A. Civil immigration detention;
 - B. Removal proceedings; and
 - C. Removal from the United States
- H. "Good neighbor agreement" means a supplemental written agreement as part of a City contract with a provider or operator to foster communication and collaboration among parties associated with the emergency shelter or transitional housing facility, which contains the following framework:
 1. Establishment of a good neighbor communication team shall consist of the following stakeholders, each of whom commits to the requirements of the agreement:
 - a) Representative(s) of the operator of the emergency shelter or transitional housing facility; and
 - b) Representative(s) from the City's Community, Housing, and Human Services (CHHS) Department; and
 - c) A representative from the City's Office of Neighborhood Services; and
 - d) Owner of property where emergency shelter or transitional housing facility will be located; and

e) The council chair or designee of the neighborhood council representing the geographic area where the facility is located in the neighborhood, so long as that neighborhood council designates an individual.

2. The good neighbor communication team may include any of the following, each of whom commits to the requirements of the good neighbor agreement and to the terms of the executed Good Neighbor Agreement as conditions to participation on the communications team:

- a. A resident of the emergency shelter or transitional housing subject to the Good Neighbor Agreement;
- ((b. ~~The council chair or designee of the neighborhood council representing the geographic area where the facility is located;~~))
- ((e)) b. Property owners, residents, and tenants residing or operating a business immediately adjacent to the facility;
- ((d)) c. The Spokane Police Chief or his/her designee;
- ((e)) d. A member or staff employee of the City Council;
- ((f)) e. A representative from the City's Code Enforcement and Parking Division; and
- ((g)) f. A representative from the local school district if school-age children are expected to be served.

3. A requirement that the communication team establish and maintain regular points of contact for communications on a seven-day, 24-hour basis, including name(s), telephone number(s), electronic mail address(es) and other means of communication to address any public health and safety issues arising from the operation of the facility.

4. A designated point-of-contact ensuring a shelter availability website is updated in coordination with the Community, Housing, and Human Services (CHHS) Department.

5. A commitment of the good neighbor communication team to attend, upon reasonable advance notice and request, meetings of the neighborhood council representing the geographic area where the facility is located.

6. The executed agreement shall include specified remedies and methods of dispute resolution in the event there is a breach of the terms of the Good Neighbor Agreement.

7. The good neighbor agreement shall contain provisions for the prioritization and expedited removal of unauthorized encampments consistent with SMC 12.02.1009(C).

- I. "LEED" is a green building rating and certification system developed by the U.S. Green Building Council to evaluate environmental performance from a whole building perspective, including sites, water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, locations & linkages, awareness & education, innovation in design, and regional priority.
- J. "Nonpublic" means any area of a City facility, property, or public right of way that is not generally open and accessible to the general public or for which public access is temporarily restricted, such as a permitted special event that requires express permission from the permit holder to enter, an area requiring a valid ticket for a bona fide attendee or passenger, or an area where permission to enter has been given by a City employee or an employee of a tenant in a City facility on an individual basis. Areas posted as "Restricted" in City facilities shall be considered to be non-public areas.
- K. "Transitional housing" means a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living. The term does not include transitional housing with fewer than twenty residents.
- L. "United States Citizenship and Immigration Services" means the agency of the United States Department of Homeland Security and any successor agency charged with overseeing United States immigration laws.
- M. "United States Customs and Border Protection" means the agency of the United States Department of Homeland Security and shall include any successor federal agency charged with border enforcement.
- N. "United States Immigration and Customs Enforcement" means the agency of the United States Department of Homeland Security including Enforcement and Removal Operations and Homeland Security Investigations and shall include any successor federal agency charged with the enforcement of immigration laws.
- O. "U.S. Green Building Council" is an organization serving as the nation's foremost leaders from across the building industry working to promote buildings that are environmentally responsible, profitable, and healthy places to work and live.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of

competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

City Clerk

Mayor

Approved as to form:

City Attorney

Date

Effective Date



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/15/2026

Committee Agenda type: Consent

Council Meeting Date: 03/09/2026

Date Rec'd	1/7/2026
Clerk's File #	ORD C36826
Cross Ref #	RES 2026-0003
Project #	
Bid #	
Requisition #	

Submitting Dept DEVELOPMENT SERVICES CENTER

Contact Name/Phone ELDON BROWN 625-6305

Contact E-Mail EBROWN@SPOKANE CITY.ORG

Agenda Item Type First Reading Ordinance

Council Sponsor(s) BWILKERSON PDILLON

Sponsoring at Administrators Request NO

Lease? NO **Grant Related?** NO **Public Works?** YES

Agenda Item Name ORDINANCE FOR ASTOR SOUTH OF SHARP VACATION

Agenda Wording

First reading of ordinance vacating of Astor Street south of the alley that is south of Sharp Ave

Summary (Background)

Gonzaga University has applied to vacate a portion of Astor Street to accommodate campus expansion and provide a pedestrian plaza that will include enhanced landscaping and pedestrian improvements that should aid with safety in the area. Continued access to existing utilities and to the adjacent St. Aloysius Catholic.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost **\$**Current Year Cost **\$**Subsequent Year(s) Cost **\$****Narrative****Amount****Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept Head PALMQUIST, TAMIDivision DirectorAccounting Manager ZOLLINGER, NICHOLASLegal KAPAUN, MEGANFor the Mayor**Distribution List**

	ebrown@spokanecity.org
mnilsson@spokanecity.org	tpalmquist@spokanecity.org
edjohnson@spokanecity.org	akiehn@spokanecity.org
erivera@spokanecity.org	

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36826

An ordinance vacating Astor Street between the south line of vacated Boone Avenue and the south line of the alley south of Sharp Avenue

WHEREAS, a petition for the vacation of Astor Street between the south line of vacated Boone Avenue and the south line of the alley south of Sharp Avenue that is running through Blocks C and F of the Subdivision of Blocks F-J of Sinto 3rd Addition as recorded with the Spokane County Auditor under AFN 3103492, has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That Astor Street between the south line of vacated Boone Avenue and the south line of the alley south of Sharp Avenue is hereby vacated and located within the Northwest Quarter of Section 17, Township 25 North, Range 43 East, Willamette Meridian. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, TDS Telecom, and the City of Spokane to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

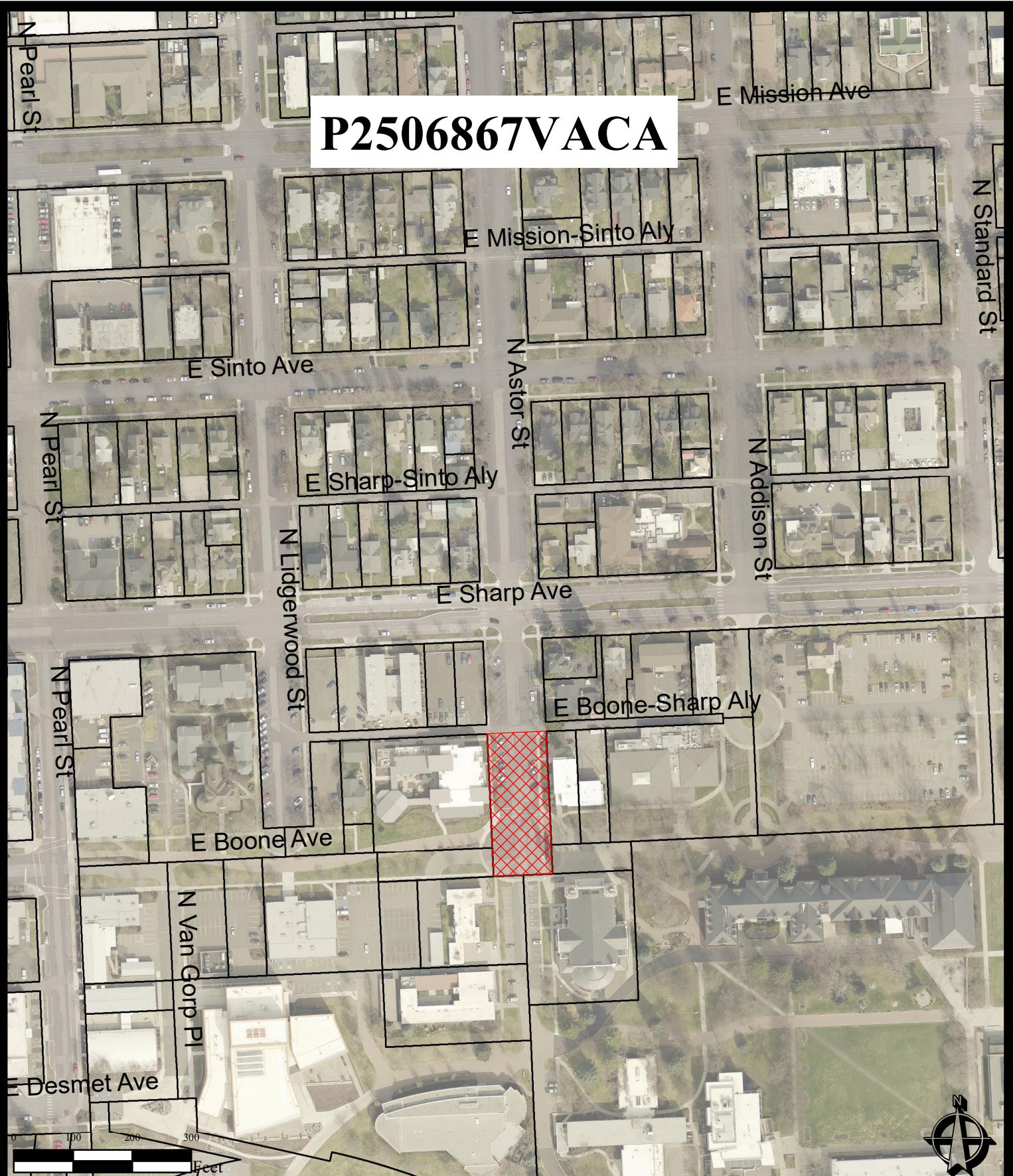
Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

P2506867VACA



Right-of-way Description:
Astor Street South of
the south line of the Boone-Sharp Alley

Legend

 Proposed Vacation

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



DATE: 10/27/2025 JOB #: #24042-0011.01
TO: City of Spokane
CC: Tomson Spink (Gonzaga University)
FROM: Wade Gelhausen
SUBJECT: Proposed Astor Street Vacation Application Written Narrative

Written Narrative

As stated on the vacation application, Gonzaga University (GU) has periodically and methodically been applying for, and receiving approval of, vacations of public right-of-way (ROW) within their campus area. This allows GU to control or prevent vehicular access to points inside the campus to provide safe and uninterrupted traversing of the campus by students, faculty, staff and visitors. The vacations also allow GU to enhance the vacated ROW with wider landscaped pathways that are blended with the campus.

In addition to the reasons stated above, GU is working with the St. Aloysius Catholic Parish properties located on just south of the proposed ROW to be vacated in Astor Street, to create a new pedestrian plaza for the benefit of the GU campus and the parish. The plaza will include enhanced landscaping and pedestrian improvements to create an attractive and inviting area and improves safety to the area by further controlling vehicular access to the area. A 15' ingress/egress easement will be granted by GU to the St. Aloysius Catholic Parish properties upon approval of the vacation (centered in the middle of the Astor Street ROW to be vacated) to maintain access to the parish properties.

Vacation Application Questions

Responses to the Below Questions

- Is the right-of-way no longer required for public use or access?
- How will the use of the right-of-way change after it becomes private property.
- Will the vacation result in any parcel of land being denied sole access to a public right-of-way?
- Are there any utilities in the right-of-way and if so do you plan to relocate them? If the utilities are not relocated, the City will retain no-build easements in the final vacation ordinance for the purveyors.

- 1) No, right-of-way is no longer required for public access in Astor Street south of the mid-block alley between Sharpe Avenue and the south line of vacated Boone Avenue.
- 2) The ROW vacated will be changed into a pedestrian plaza benefitting the GU campus and parish properties (as described above in the written narrative).
- 3) GU is partnering with the Catholic Parish to jointly use the vacated ROW and GU will dedicate a 15' ingress/egress easement to the St. Aloysius Catholic Parish properties upon approval of the vacation (centered in the middle of the Astor Street ROW to be vacated) to maintain access to the parish properties.
- 4) Yes, there are utilities running through the ROW proposed to be vacated. There is an existing 10" storm water main, an 8" sanitary sewer main, and 10" water main that are all City of Spokane utilities. The water main will likely be privatized by relocating the existing privatization vault north as part of the proposed vacation.



CITY OF SPOKANE DEVELOPMENT SERVICES

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

STREET VACATION REPORT December 24, 2025

LOCATION: Astor St. South of the alley lying south of Sharp and north of Vacated Boone.

PROPOSER: Gonzaga University

PURPOSE: Campus expansion

HEARING: March 9, 2026

REPORTS:

PRIVATE UTILITY COMPANIES

AVISTA UTILITIES – So, after reviewing the vacation map, we have confirmed that we do indeed have utilities located within the stretch of the ROW. Specifically, we have a gas line to the north along Boone-Sharp, a gas line to the south running through the Astor and a distribution pole to the east. We would like to request that a 10-foot wide easement be made centered along the northern gas line, a 10-foot wide easement centered along the southern gas-line and 10-foot wide easement centered along the eastern distribution pole. The applicant would need to request facilities locate to confirm the exact location of said facilities. The attached map is only for visual representation purposes.

COMCAST – Comcast does NOT have any infrastructure that will be impacted by the project

EXTENET – No comments

FATBEAM FIBER – No comments

INLAND POWER – No comments

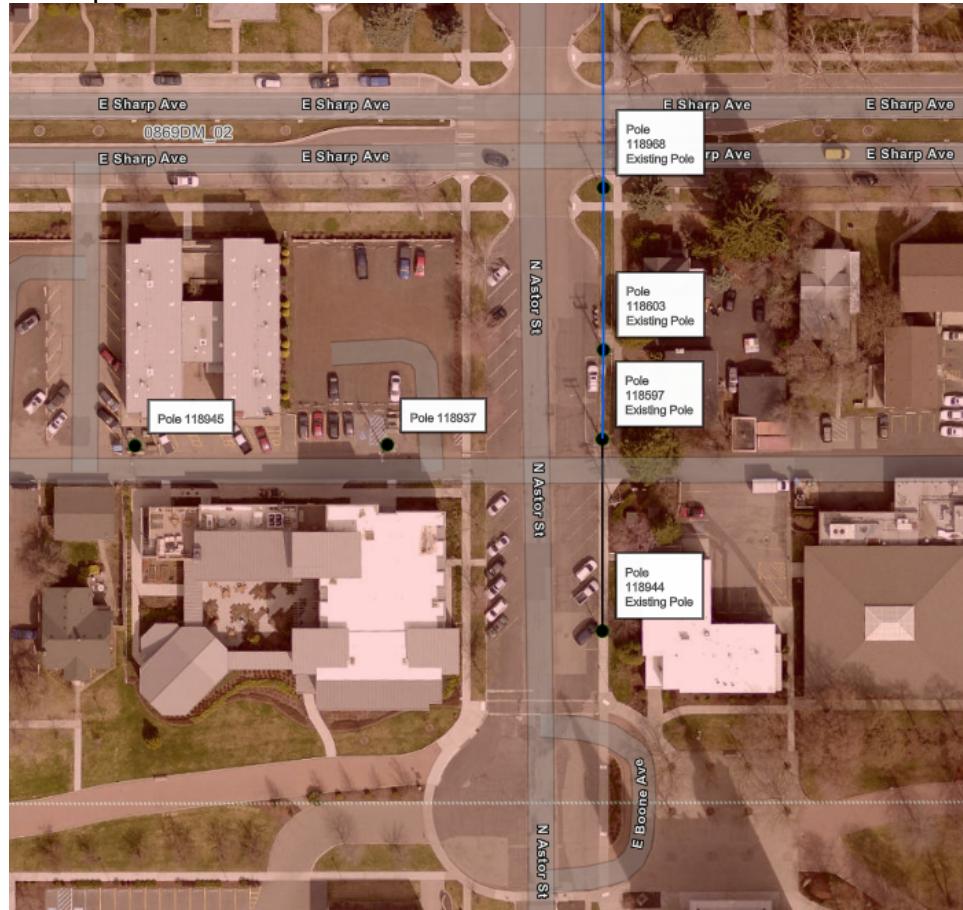
INTERMOUNTAIN INFRASTRUCTURE GROUP – No comments

LIGHT SPEED NETWORKS – Lightspeed Networks does not have facilities in the area.

LUMEN – No comments

PORT OF WHITMAN – No comments

TDS TELECOM - TDS has active permits processing and approved with Avista for use of the poles along the East side of Astor, ending at a guy anchor location one span south of the Boone/Sharp alley (see below). This run is related to a much larger aerial build stretching North along Astor to E Jackson Ave. We would like to preserve ability to use these poles - work is scheduled in Q1-Q2 of 2026 in this area.



VERIZON/MCI Metro - No comments

PHILLIPS 66 PIPELINE – Phillips 66 does not have any utilities within the attached vacation vicinity.

WHOLESAIL NETWORKS – No comments

ZAYO COMMUNICATIONS – No comments

CITY DEPARTMENTS & E911

ADDRESSING – There are some address points in the vacated area that will need to be deactivated or changed if the street vacation is approved.

BICYCLE ADVISORY BOARD – No comments

DEVELOPER SERVICES – CURRENT PLANNING – No concerns

DEVELOPER SERVICES - TRAFFIC – No comments

FIRE DEPARTMENT - The proposed vacation would restrict required Fire Department access to the buildings adjacent to and South of the vacation area. Alternative Fire Department access will need to be provided, whether via gate access through the vacated area or an alternative route.

A gate for Fire Department access will need to be a minimum of 14 feet wide and provided with a knox box (or alternate gate opener). The remainder of the fire access lane through the vacated area is required to be a minimum of 20 feet wide (except at gate and aerial access set-up location) and all-weather surface (concrete or asphalt).

If the building at 1207 North Astor Street is taller than 30 feet in height from the lowest level of Fire Department vehicle access to the top of the roof eave/parapet, aerial access is required for the building (I could not find elevations in the 2016 building plans for confirmation). Astor Street currently serves as the only aerial access setup location for the building at 1207 North Astor Street. If required, aerial access for this building is required to be maintained, or alternative aerial access provided.

INTEGRATED CAPITAL MANAGEMENT – No comments

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

PLANNING & ECONOMIC DEVELOPMENT – No comments

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste has no concerns

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – Not sure if necessary at this time, but I can make a list of the addresses in GIS that are off of that part of Astor.

STREET DEPARTMENT - We have reviewed the design plans and have the following comment(s).

Comments:

1. 15 feet no adequate for two direction vehicle travel. Provide a minimum of 20 feet for ingress and egress.
2. Proposed driveway needs to be as wide as the vehicular ingress and egress width.
3. Dead end signing needs to be installed on Sharp Ave for the remainder of Astor Street.

WASTEWATER MANAGEMENT - The vacation narrative calls out the city water, sanitary and storm mains but incorrectly identifies the sanitary main as 8". The sanitary main in the vacation area is actually 15".

For Wastewater Management to approve the vacation we would need the following.

1. We would require a no build easement from 15' west of the sanitary main to 15' east of the storm main (approx.. 45 ft wide) be retained by the city. The reason for a no build easement is that the mentioned sewer line is older and vitrified clay and the possibility exists that we would have to dig up that line to repair it at some point. The storm line there is newer, making the need less likely, but that possibility still exists for it as well. Were it necessary, in either case, the city should not be responsible for replacing anything other than the asphalt paving that currently exists in the area for surface restoration.
2. Additionally, we would need continued driving access with service trucks to all the sanitary and storm manholes including those south of the vacation area in Astor and those south and west of the vacation area in the alley for routine maintenance and inspection of the lines.
3. The storm inlets that exist in the middle of the vacation area, at the north side of the cul-de-sac, would need to be disconnected from the public storm main by the proponent, as this would become private property. On site runoff would be required to be maintained and treated on site.
4. Currently the storm water on Astor runs south from Sharp to the existing inlets mentioned above. The vacation of this right-of-way and addition of the concrete driveway entrance as proposed, would block this runoff. The proponent would be required to address this issue by providing new stormwater facilities within the remaining right-of-way as approved by Wastewater Management. These new facilities would not be allowed to discharge to the existing sewer or stormwater pipeline that currently discharges to the river as we will be pursuing the elimination of this outfall.

WATER DEPARTMENT - No comments

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

1. An easement as requested by Avista Utilities, TDS Telecom, and the City of Spokane, shall be retained to protect existing and future utilities unless the applicant pays for the moving of the facilities within the vacation area.
2. Fire access to all existing buildings will need to be provided and coordinated through the Fire Department.
3. Plans for termination and closure of the existing right-of-way must be accepted by the City of Spokane Developer Services Department and the must either be completed or bonded for.

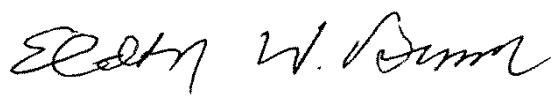
This closure work must include the following

- i. A driveway approach at the north end of the vacation area will need to be installed across the entrance.
- ii. The storm inlets that exist in the middle of the vacation area, at the north side of the cul-de-sac, would need to be disconnected from the public storm main by the proponent, as this would become private property. On site runoff would be required to be maintained and treated on site.
- iii. Currently the storm water on Astor runs south from Sharp to the existing inlets mentioned above. The vacation of this right-of-way and addition of the concrete driveway entrance as proposed, would block this runoff. The proponent would be required to address this issue by providing new stormwater facilities within the remaining right-of-way as approved by Wastewater Management. These new facilities would not be allowed to discharge to the existing sewer or stormwater pipeline that currently discharges to the river as we will be pursuing the elimination of this outfall.
- iv. A dead end sign will need to be installed on Boone facing the vacation area.

4. The land, if vacated, would generate \$242,400.00 however Engineering recommends that the street be vacated at no cost due to the agreement that Gonzaga has with the City of Spokane as recorded under Auditor's File Number 9311240471. This agreement states that RW within the boundary of the campus plan (identified within the agreement) is to be vacated at no cost.
5. That the final reading of the vacation be held in abeyance until all of the above conditions are met. If the conditions are not met

within 3 years from the first reading of the ordinance, the file will be closed and a new application would need to be submitted.

Eldon Brown, P.E.
Principal Engineer – Developer Services

A handwritten signature in black ink that reads "Eldon W. Brown". The signature is fluid and cursive, with "Eldon" on the top line and "W. Brown" on the bottom line.



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/15/2026

Committee Agenda type: Consent

Council Meeting Date: 02/02/2026

Submitting Dept	POLICE		Date Rec'd	1/8/2026
Contact Name/Phone	DAVE SINGLEY 4171		Clerk's File #	
Contact E-Mail	DSINGLEY@SPOKANE POLICE.ORG		Cross Ref #	OPR 2021-0130
Agenda Item Type	Contract Item		Project #	
Council Sponsor(s)	ZZAPPONE BWILKERSON		Bid #	
Sponsoring at Administrators Request	NO			
Lease? NO	Grant Related? NO	Public Works? NO		
Agenda Item Name	IMPOUND AND ABANDONED RV DISPOSAL SERVICES			

Agenda Wording

Request extension of contract from March 31, 2026 to December 31, 2026 and add \$175,000 plus applicable taxes to the contract period.

Summary (Background)

This contract with Evergreen State Towing is for removal and disposal of junk/abandoned motorhomes and similar vehicles that other towing companies are unwilling or unable to impound. These vehicles represent a blight on the neighborhoods in which they are abandoned and present significant health concerns. The Police Department, in partnership with Parking Enforcement and Code Enforcement, place notices on vehicles 24-72 hours in advance, giving the occupants time to act. Most, if not all vehicles towed under this contract are towed as junk/hulk vehicles.

What impacts would the proposal have on historically excluded communities?

This program supports abandoned RV's in all neighborhoods as reported by citizens to Code Enforcement and the Police Department.

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

Data specific to this project is related to operational impact and does not demonstrate an impact or effect on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?**Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?**

This removed blight that is regularly a safety and security concern.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 175,000 plus tax
Current Year Cost	\$
Subsequent Year(s) Cost	\$

Narrative

Not to exceed a total of \$350,000 plus applicable tax for period of January 2025- December 31, 2026

Amount**Budget Account**

Expense	\$ 175,000.00	# 0680-11410-21250-54921-99999
Select	\$	#

Funding Source	Recurring
-----------------------	-----------

Funding Source Type	Reserves
----------------------------	----------

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	Recurring
---------------------------	-----------

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

Approvals**Additional Approvals**Dept HeadPS EXEC REVIEWDivision DirectorAccounting ManagerLegalFor the Mayor**Distribution List**

	spdfinance@spokanepolice.org
--	------------------------------

dloucks@spokanepolice.org	karcher@spokanecity.org
---------------------------	-------------------------

eraleigh@spokanepolice.org	tnollmeyer@spokanepolice.org
----------------------------	------------------------------

jnechanicky@spokanepolice.org	lgarcia@spokanepolice.org
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CITY OF SPOKANE
POLICE DEPARTMENT

CONTRACT AMENDMENT/EXTENSION

**Title: IMPOUND AND ABANDONED
RV DISPOSAL SERVICES**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("City"), a Washington municipal corporation, and **EVERGREEN STATE TOWING, LLC**, whose address is PO Box 48285, Spokane, Washington 99228 as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide IMPOUND AND ABANDONED RV DISPOSAL SERVICES; and

WHEREAS, additional time is required, which requires additional funds to be added to the contract, thus the original Contract needs to be formally Amended / Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 4, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment / Extension shall become effective on January 1, 2025, and shall end December 31, 2026, unless amended by written agreement.

3. AMENDMENT.

The scope of work is being extended from March 31, 2026, to December 31, 2026; therefore, additional funds need to be added to this Contract.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00)**, plus sales tax if applicable, for everything furnished and done under this Contract Amendment / Extension. The total amount under the Amendment / Extension contract executed April 16, 2025, and this Amendment / Extension shall

not exceed a total of **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00)** plus sales tax if applicable.

This is the maximum amount to be paid under this Amendment / Extension and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

EVERGREEN STATE TOWING, LLC

By: _____
Signature _____ Date _____

Type or Print Name _____

Title _____

CITY OF SPOKANE

By: _____
Signature _____ Date _____

Type or Print Name _____

Title _____

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

25-268a



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/16/2025

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

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

PRODUCER WAFD Insurance Group, Inc. Thomas and Associates PO Box 457 Stanwood, WA 98292	CONTACT Peter Jalbert NAME: PHONE (A/C, No, Ext): (360) 424-4559 E-MAIL ADDRESS: peterj@wafdinsurance.com	FAX (A/C, No): (360) 424-7681
	INSURER(S) AFFORDING COVERAGE INSURER A : Pioneer Specialty Insurance Company	NAIC # 40312
INSURED Evergreen State Towing LLC 6511 N. Perry St. Spokane, WA 99217	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	CPP 1339142 01	4/26/2025	4/26/2026	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							\$		
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		<input checked="" type="checkbox"/>	CPP 1335481 01	4/26/2025	4/26/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
							\$		
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB 1061309 00	4/26/2025	4/26/2026	EACH OCCURRENCE	\$ 1,000,000	
							AGGREGATE	\$ 1,000,000	
							\$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	<input type="checkbox"/> N / A	CPP133914201//WA STOP GA	4/26/2025	4/26/2026	<input checked="" type="checkbox"/> PER STATUTE	OTHE- R	
							E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
A	Garagekeepers			CPP 1335481 01	4/26/2025	4/26/2026			\$ 1,000,000
A	On Hook			CPP 1335481 01	4/26/2025	4/26/2026			\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane is additional insured.

CERTIFICATE HOLDER	CANCELLATION
City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

[**< Business Lookup**](#)**License Information:**[New search](#) [Back to results](#)**Entity name:** EVERGREEN STATE TOWING, LLC**Business name:** EVERGREEN STATE TOWING & WRECKING**Entity type:** Limited Liability Company**UBI #:** 602-029-734**Business ID:** 001**Location ID:** 0009**Location:** Active**Location address:** 6515 N PERRY ST
SPOKANE WA 99217-7547**Mailing address:** PO BOX 48285
SPOKANE WA 99228-1285

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Motor Vehicle Wrecker	12146		View Plates	Active	Apr-30-2026	Sep-16-2019
Spokane General Business				Active	Apr-30-2026	Aug-26-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
DASENBROCK, CHARLES	
MEYERS, KENT	
REID, DEBRA	
ROBBINS, DAN	

Registered Trade Names

Registered trade names	Status	First issued
		

Registered trade names	Status	First issued
CITY OF SPOKANE VALLEY TOWING	Active	Oct-17-2003
EVERGREEN SERVICES	Active	Jan-21-2020
EVERGREEN STATE TOWING & WRECKING	Active	Jan-09-2019
EVERGREEN STATE TOWING EAST	Active	May-29-2009
EVERGREEN STATE TOWING NORTH	Active	Feb-21-2001
EVERGREEN STATE TOWING WEST	Active	Jun-30-2003
SPOKANE VALLEY TOWING	Active	Oct-17-2003
SPOKANE VALLEY TOWING II	Active	Jul-02-2014

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
12/18/2025 1:49:51 PM



Contact us

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From: [Deese, Jackson](#)
To: [Loucks, Michelle](#); [Byrd, Giacobbe](#); [Telis, Kate](#); [Zappone, Zack](#); [Wilkerson, Betsy](#)
Subject: RE: Approval to submit to Urban Experience
Date: Tuesday, January 6, 2026 11:46:59 AM
Attachments: [image001.png](#)

Ok with CM Zappone.

Jackson Deese

Legislative Assistant, Council Member Zappone | District 3
808 W. Spokane Falls Boulevard, Spokane, WA 99201-3335
(509) 625-6718 jdeese@spokanecity.org

This email is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to disclosure as a public record.

From: Loucks, Michelle <dloucks@spokanepolice.org>
Sent: Tuesday, January 6, 2026 11:25 AM
To: Byrd, Giacobbe <gbyrd@spokanecity.org>; Bingle, Jonathan <XXXjbingle@spokanecity.org>; Telis, Kate <ktelis@spokanecity.org>; Zappone, Zack <zzappone@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>
Subject: Approval to submit to Urban Experience

Hello,

With the cancellation of Public Safety and Community Health Committee meetings in January, I would respectfully like to request approval to submit a contract amendment for SPD's Abandoned RV towing, to Urban Experience.

I have attached a copy of the contract for your review.

Thank you for your consideration.

Michelle

D. MICHELLE LOUCKS | CITY OF SPOKANE POLICE DEPARTMENT | PROCUREMENT & CONTRACTS SPECIALIST
509.625.4055 office | 509.808.1480 cell | dloucks@spokanepolice.org | spokanecity.org

Register in our electronic bidding system to view Purchasing Department projects at:

<https://spokane.procureware.com/home>

Register for the City of Spokane Small Public Works, Consultant, and/or Vendor rosters at: <https://mrscrosters.org/>



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/15/2026

Committee Agenda type: Consent

Council Meeting Date: 02/02/2026

Submitting Dept	PARKS - OPERATIONS	
Contact Name/Phone	NICK HAMAD	6779
Contact E-Mail	NHAMAD@SPOKANE CITY.ORG	
Agenda Item Type	Contract Item	
Council Sponsor(s)	PDILLON	
Sponsoring at Administrators Request	NO	
Lease? NO	Grant Related? NO	Public Works? NO
Agenda Item Name	CAMERON-REILLY, LLC. CONSTRUCTION CONTRACT / CSO 34-1 SPORT COURT	

Agenda Wording

Cameron-Reilly, LLC. construction contract / CSO 34-1 Sport Court Improvements (\$359,658.00+tax)

Summary (Background)

This is a construction contract for building pickleball courts atop a CSO tank within East Sprague BID. Parks assisted engineering in designing / bidding this project.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost **\$**Current Year Cost **\$**Subsequent Year(s) Cost **\$****Narrative****Amount****Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**Dept Head MCDANIEL, ADAMDivision Director JONES, GARRETTAccounting ManagerLegalFor the Mayor**Distribution List**



City of Spokane

PUBLIC WORKS AGREEMENT

**Title: CSO 34-1 SPORT COURT
IMPROVEMENTS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **CAMERON REILLY, LLC**, whose address is 309 North Park Road, Spokane Valley, Washington 99212, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **CSO 34-1 SPORT COURT IMPROVEMENTS**, selected via PW ITB 6543-25. Contractor shall provide "pollution insurance and proof of insurance is required prior to notice to proceed on project".
2. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Response to PW ITB (Exhibit B). In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM.** The term of this Contract begins on October 22, 2025, and ends on October 22, 2026, unless amended by written agreement or terminated earlier under the provisions.
4. **TERMINATION.** Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
5. **COMPENSATION/PAYMENT.**
 - A. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **THREE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS (\$359,658.00)**, plus sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded

without the prior written authorization of the City in the form of an executed amendment to this Contract.

B. **PAYMENT**. The Contractor will send its applications for payment to the Parks and Recreation Department, 808 West Spokane Falls Blvd., Fifth Floor, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

6. **WAGES**. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED**. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

8. **BONDS**. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. **PUBLIC WORKS REQUIREMENTS**. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

10. **INSURANCE**. During the period of the Agreement, the Contractor 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, 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 the Company's services to be provided under this Agreement;
 - i. Acceptable supplementary Umbrella coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, 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; and
- D. **Pollution insurance** is required during the period of construction, for a minimum duration of 12 months. **Pollution Legal Liability Insurance** with a minimum coverage for Bodily Injury and Property Damage of not less than \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate.

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

11. **INDEMNIFICATION**. The Contractor 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 Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor 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 Contractor'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 Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification

and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. **CONTRACTOR'S WARRANTY.** The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. **SUBCONTRACTOR RESPONSIBILITY.**

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

14. **NONDISCRIMINATION**. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor 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 Contractor.

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

16. **LIQUIDATED DAMAGES**. Liquidated damages shall be in accordance with the contract documents.

17. **ASSIGNMENTS**. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

19. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

20. **DISPUTES**. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

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

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

23. 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 Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor 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.

24. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work 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 Contract shall be construed neither in favor of nor against either party.

25. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

26. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

27. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

28. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

29. KEY PERSONS. The Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work

without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Contractor's employment, the Contractor shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Contractor from its obligations under this Contract.

CAMERON REILLY, LLC

By _____
Signature _____ Date _____

Type or Print Name

Title

Attest:

City Clerk

Attachments that are part of this Contract:

Exhibit A - Certification Regarding Debarment
Exhibit B – Response to PW ITB 6543-25
Payment Bond
Performance Bond

25-232b

**CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT**

By _____
Signature _____ Date _____

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

EXHIBIT A

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

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

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

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

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

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)

EXHIBIT B

PAYMENT BOND

We, **CAMERON REILLY, LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS (\$359,658.00)**, plus sales tax if applicable for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **CSO 34-1 SPORT COURT IMPROVEMENTS**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

CAMERON REILLY, LLC,

AS PRINCIPAL

By: _____
Title: _____

AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **CAMERON REILLY, LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS (\$359,658.00)**, plus sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **CSO 34-1 SPORT COURT IMPROVEMENTS**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

**CAMERON REILLY, LLC,
AS PRINCIPAL**

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

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

DATED on

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 01/15/2026

Committee Agenda type: Consent

Council Meeting Date: 02/09/2026

Date Rec'd

12/15/2025

Clerk's File #

Cross Ref #

Project #

Bid #

Requisition #

Submitting Dept PLANNING & ECONOMIC

Contact Name/Phone AMANDA BECK 6414

Contact E-Mail ABECK@SPOKANE CITY.ORG

Agenda Item Type Contract Item

Council Sponsor(s) PDILLON

Sponsoring at Administrators Request NO

Lease? NO **Grant Related?** NO **Public Works?** NO

Agenda Item Name MFTE CONDITIONAL AGREEMENT FOR 1777 AND 1841 E UPRIVER DR

Agenda Wording

Conditional Multifamily Tax Exemption contract with Riverview Care Center and Riverview Lutheran Retirement Community, for the property located at 1777 and 1841 E Upriver Dr, to create 113 dwelling units. Following construction the project intends to finalize under the 8yr exemption.

Summary (Background)

RCW 84.14 authorizes the New and Rehabilitated Multiple-Unit Dwellings in Urban Centers incentive, known as Multifamily Tax Exemption (MFTE) Program, to certify qualified properties for this residential property tax exemption. The City adopted this incentive in 2007 and SMC 08.15 outlines Spokane's MFTE Program and project eligibility requirements. Staff has determined that the Cedar Apartments application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Areas identified in SMC 08.15.030. The application proposes to create 113 residential units on the property at 1777 and 1841 E Upriver Dr, within the Logan neighborhood (District 1). The property is zoned LI and RMF, and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as an 8-year Affordable Exemption. This Conditional Agreement authorizes the City to enter into the Multiple Family Housing Property Tax Exemption Conditional 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 post construction.

What impacts would the proposal have on historically excluded communities?

The goal of the MFTE Program is to stimulate the construction of new multifamily housing and the rehabilitation of existing vacant or underutilized buildings, as well as increase the supply of mixed-income housing opportunities. Data on demographic metrics such as race, ethnicity, gender orientation, age, or religious affiliation are not tracked by this program, but the program specifically supports housing creation for residents whose income is between 80-115% Area Median Income.

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

The Department of Commerce conducts annual audits of all jurisdictions with MFTE programs. The City collects annual reports for each property. The City collects annual reports for each property. For projects that finalized under the 8-year exemption there are no income and rent restrictions, though properties must report annually.

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

Excluding external factors such as raw land costs and current financing rates, staff monitor program efficiency through annual reporting compliance, the number of conditional and then finalized projects, and the need detailed by developers for such an incentive to make workforce housing projects financially feasible. Some of these metrics include the number of projects granted a final certificate, the total number of units created and the percentage of affordable units, as well as the type and size of units being constructed.

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

Comprehensive Plan Policies: LU 1.4 Higher Density Residential Uses LU 3.5 Mix of Uses in Centers LU 4.2 Land Uses That Support Travel Options and Active Transportation LU 4.6 Transit-Supported Development H 1.9 Mixed-Income Housing H 1.4 Use of Existing Infrastructure H 1.10 Lower-Income Housing Development Incentives H 1.11 Access to Transportation H 1.18 Distribution of Housing Options ED 2.4 Mixed-Use ED 7.4 Tax Incentives for Land Improvement

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost **\$**Current Year Cost **\$**Subsequent Year(s) Cost **\$****Narrative**

Once finalized, the Spokane County Assessor will defer collection of the residential property tax portion for the duration of the exemption, after which the new residential construction value will be added to the tax rolls.

Amount**Budget Account**

Select	\$	#

Funding Source N/A**Funding Source Type** Select**Is this funding source sustainable for future years, months, etc?****Expense Occurrence** N/A**Other budget impacts (revenue generating, match requirements, etc.)****Approvals****Additional Approvals**

<u>Dept Head</u>	BLACK, TIRRELL
<u>Division Director</u>	MACDONALD, STEVEN
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS
<u>Legal</u>	KAPAUN, MEGAN
<u>For the Mayor</u>	PICCOLO, MIKE

Distribution List

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**MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT
OPR 2026-0026**

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Riverview Lutheran Retirement Community and Riverview Care Center, as "Owners/Taxpayers" whose business address is 1801 E Upriver Dr, Spokane , WA 99207.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

Parcel 35093.1316

09-25-43: WALKERS SUB OF S1/2 OF BLK 12 OF ROSS PARK ADD LTS 1 - 4 & LTS 9 - 12 BLK 12. TOGETHER WITH A PORTION OF VACATED GRANITE STREET RIGHT OF WAY AS PER ORDINANCE NO. C35825 (AFN 7189440)EXCEPT PORTION FOR ROAD RIGHT OF WAY PER AFN 7287352; TOGETHER WITH THAT PORTION ADJACENT TO SAID PARCEL INCLUDED IN CITY OF SPOKANE ORDINANCE C35425 (AFN 7312019) BEING A PTN OF THE FOLLOWING:COMMENCING AT THE SW CORNER OF LOT 12, WILKINSON SUBDIVISION OF PART OF BLOCK 12 OF ROSS PARK ADDITION; THENCE S55°59'48"W 37.47 FT TO THE TPOB; THENCE S55°59'48"W 194.61 FT; THENCE S34°19'12"E

50 FT; THENCE N55°59'48"E 194.35 FT; THENCE N34°01'12"W 50 FT TO THE TPOB.

Parcel 35093.1002

RIBLET & STRACKS SUB OF BLK 10 OF ROSS PARK ADD; LTS 1 THRU 9 BLK B AND W 45FT OF LTS 7,9 & W 45FT OF S 15FT OF LT 6 ALL IN BLK A AND WLY 1/2 OF VAC JANE'S ST LYG ELY OF & ADJ TO SD BLK A AND E1/2 OF VAC JANE'S ST LYG WLY OF & ADJ TO LTS 7,9 & S 15FT OF LT 6 BLK A DEPT OF REV #00003-001.

Assessor's Parcel Number(s) 35093.1316 and 35093.1002, commonly known as 1777 and 1841 E Upriver Dr.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Eight year exemption - No income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately **113** new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;
- (b) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and
- (c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The units subject to this agreement, including any owner-occupied units, shall be used and occupied only for multifamily permanent residential occupancy and use. No unit shall operate as transient lodging. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

11. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

12. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

13. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

14. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

15. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 20YY

CITY OF SPOKANE

By: _____

City Administrator, Alex Scott

RIVERVIEW LUTHERAN
RETIREMENT COMMUNITY

Owner/Taxpayer

RIVERVIEW CARE CENTER

Owner/Taxpayer

Attest:

City Clerk

Approved as to form:

City Attorney