THE CITY OF SPOKANE
CITY COUNCIL
URBAN EXPERIENCE COMMITTEE

AGENDA FOR 12:00 P.M. MONDAY, APRIL 20, 2026

The Spokane City Council's Urban Experience Committee meeting will be held at **12:00 PM April 20, 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

. **Call to Order**

. **Discussion Items**

1. PURCHASE OF SKYDIO X10 DRONE PLATFORMS - MATT COWLES (0 minutes)
2. VEHICLE MITIGATION BARRIERS - MATT COWLES (0 minutes)
3. SPECIAL BUDGET ORDINANCE - GREEN AREA MAINTENANCE MOU - CHRIS AVERYT (5 minutes)
4. SPECIAL BUDGET ORDINANCE TO ACCEPT CHIP GRANT AWARDS - NATE SULYA (5 minutes)
5. SPECIAL BUDGET ORDINANCE – 8 PARK LEVY POSITIONS, 1 ADDITIONAL PARK POSITION - JASON CONLEY (5 minutes)
6. ACTIVATION OF PUBLIC SPACES PUBLIC RULE - ADAM MCDANIEL (2 minutes)
7. EXISTING SIDEWALK MAINTENANCE AND MINOR REPAIRS PUBLIC RULE - JASON RUFFING/ADAM MCDANIEL (2 minutes)
8. SIX MONTH EXTENSION OF ORDINANCE C36699 REGARDING PLANNED UNIT DEVELOPMENTS - SPENCER GARDNER (5 minutes)
9. INFORMATIONAL REPORT PROGRESS PERIODIC UPDATE TO THE CITY'S COMPREHENSIVE PLAN, PLANSPOKANE 2046, INCLUDING CLIMATE PLANNING - TIRRELL BLACK (10 minutes)
10. 4700 - MONTHLY PERMIT REPORT - TAMI PALMQUIST (10 minutes)
11. PERMITTING SYSTEM UPDATE - TAMI PALMQUIST (5 minutes)
12. 2026 FUNDING RECOMMENDATIONS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM - HEATHER PAGE (5 minutes)
13. ANNUAL ACTION PLAN APPROVAL REQUEST - HEATHER PAGE (15 minutes)
14. HABITAT FOR HUMANITY SECOND WQTIF REQUEST - KEVIN FREIBOTT (10 minutes)
15. BROADWAY FOODS & LAUNDROMAT TIF FUNDING - KEVIN FREIBOTT (10 minutes)
16. BAUMGARTNER HOUSE NOMINATION TO THE SPOKANE REGISTER OF HISTORIC PLACES - MEGAN DUVALL (5 minutes)

17. WOLFLE-TRUNKEY HOUSE AND GARAGE NOMINATION TO THE SPOKANE REGISTER OF HISTORIC PLACES - MEGAN DUVALL (5 minutes)

18. BOARD AND COMMISSION REPORTS - ROUND TABLE (10 minutes)

. **Consent Items**

1. MFTE CONDITIONAL AGREEMENT FOR 6030 N RUBY ST. (PLANNING SERVICES)

2. CONNECTING HOUSING TO INFRASTURE (CHIP) GRANT (26-96330-006) (INTEGRATED CAPITAL MANAGEMENT)

3. CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM (CHIP) GRANT (26-96330-008) (INTEGRATED CAPITAL MANAGEMENT)

4. HYLAND ANNUAL SOFTWARE SUBSCRIPTION AND SUPPORT (INFORMATION TECHNOLOGY)

5. ALLONE HEALTH RESOURCES (EAP) CONTRACT RENEWAL (HUMAN RESOURCES)

. **Public Testimony**

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

. **Adjournment**

. **Next Meeting**

Next Urban Experience Committee
The next meeting will be held at the regular date and time of **12:00 PM**. **May 18, 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.

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-835522-46115CN

Issued: 04/03/2026

Quote Expiration: 04/30/2026

Estimated Contract Start Date: 06/01/2026

Account Number: 446518

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Spokane Police Academy - WA 2302 N Waterworks St Spokane, WA 99212-1324 USA	Spokane Police Dept. - WA 2302 N Waterworks St Spokane WA 99212-1324 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chris Neubeck Phone: +1 6027080074 Email: cneubeck@axon.com Fax: (480) 658-0629	Jay Kernkamp Phone: (509) 477-5980 Email: jkernkamp@spokanepolice.org Fax:

Quote Summary

Program Length	12 Months
TOTAL COST	$116,337.60
ESTIMATED TOTAL W/ TAX	$126,924.32

Discount Summary

Average Savings Per Year	$21,422.40
TOTAL SAVINGS	$21,422.40

Payment Summary

Date	Subtotal	Tax	Total
May 2026	$116,337.60	$10,586.72	$126,924.32
Total	**$116,337.60**	**$10,586.72**	**$126,924.32**

Quote Unbundled Price:	**$7,620.00**
Quote List Price:	**$7,620.00**
Quote Subtotal:	**$116,337.60**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
A00046	AXON AIR DFR PATROL PLAN	4	12			$2,264.95	$108,717.60	$9,893.30	$118,610.90
A la Carte Hardware									
101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	4			$265.00	$265.00	$1,060.00	$96.46	$1,156.46
101211	AXON AIR - SKYDIO SPEAKER FOR X10	4			$320.00	$320.00	$1,280.00	$116.48	$1,396.48
101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	4			$370.00	$370.00	$1,480.00	$134.68	$1,614.68
102691	AXON AIR - SKYDIO DROPPER FOR X10	4			$950.00	$950.00	$3,800.00	$345.80	$4,145.80
Total							**$116,337.60**	**$10,586.72**	**$126,924.32**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AXON AIR DFR PATROL PLAN	102765	AXON AIR - SKYDIO X10 PATROL DFR HW KIT	4	1	05/01/2026
A la Carte	101211	AXON AIR - SKYDIO SPEAKER FOR X10	4	1	05/01/2026
A la Carte	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	4	1	05/01/2026
A la Carte	101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	4	1	05/01/2026
A la Carte	102691	AXON AIR - SKYDIO DROPPER FOR X10	4	1	05/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR DFR PATROL PLAN	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	4	06/01/2026	05/31/2027
AXON AIR DFR PATROL PLAN	102678	AXON AIR - SKYDIO X10 PATROL DFR SUBSCRIPTION PLAN W/ DATA	4	06/01/2026	05/31/2027

Services

Bundle	Item	Description	QTY
AXON AIR DFR PATROL PLAN	102526	PSO 1-DAY ONSITE TRAINING	1
AXON AIR DFR PATROL PLAN	102667	AXON AIR - SKYDIO X10 PATROL DFR SERVICES - PREMIUM SOLUTION	4
AXON AIR DFR PATROL PLAN	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2302 N Waterworks St	Spokane	WA	99212-1324	USA

Payment Details

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101211	AXON AIR - SKYDIO SPEAKER FOR X10	4	$1,280.00	$116.48	$1,396.48
Annual Payment 1	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	4	$1,060.00	$96.46	$1,156.46
Annual Payment 1	101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	4	$1,480.00	$134.68	$1,614.68
Annual Payment 1	102691	AXON AIR - SKYDIO DROPPER FOR X10	4	$3,800.00	$345.80	$4,145.80
Annual Payment 1	A00046	AXON AIR DFR PATROL PLAN	4	$108,717.60	$9,893.30	$118,610.90
Total				**$116,337.60**	**$10,586.72**	**$126,924.32**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

4/3/2026



License Information:

New search Back to results

Entity name: AXON ENTERPRISE, INC.

Business name: AXON ENTERPRISE, INC.

Entity type: Profit Corporation

UBI #: 602-884-866

Business ID: 001

Location ID: 0001

Location: Active

Location address:
17800 N 85TH ST
SCOTTSDALE AZ 85255-6311

Mailing address:
251 LITTLE FALLS DR
WILMINGTON DE 19808-1674

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bellingham General Business	054199			Active		Jul-16-2014
Fircrest General Business - Non-Resident				Active	Mar-31-2027	Aug-01-2022
Issaquah General Business - Non-Resident				Active	Mar-31-2027	Mar-10-2026
Kirkland General Business - Non-Resident				Active	Mar-31-2027	Sep-22-2020
Mercer Island General Business - Non-Resident	251667			Active	Dec-31-2026	Dec-16-2025
Olympia General Business - Non-Resident	33721			Active	Mar-31-2027	Jun-15-2017
Spokane General Business - Non-Resident				Active	Mar-31-2027	Apr-02-2014

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Tumwater General Business - Non-Resident	R-015433			Active	Mar-31-2027	May-29-2018

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
BROWN, ADRIANE	
CARMONA, RICHARD	
CULLIVAN, JULIE ANNE	
DRISCOLL JR., ROBERT E.	
FIELDS, ISAIAH	
GARNREITER, MICHAEL	
KALINOWSKI, CAITLIN	
KROLL, MARK	
MCBRADY, MATT	

Owners and officers	Title
PARTOVI, HADI	
SMITH, PATRICK W	

Registered Trade Names

Registered trade names	Status	First issued
AXON	Active	Oct-16-2014

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 4/16/2026 10:09:02 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported

Meridian Rapid Defense Group Sales LLC
177 E. Colorado Blvd
Suite 200
Pasadena CA 91105
United States

Quote

#QUO-S-10777

09/06/2024

Bill To
City of Spokane Police Department
1100 W Mallon Avenue
Spokane WA 99260
United States

Ship To
City of Spokane Police Department
1100 W Mallon Avenue
Spokane WA 99260
United States

Date	Expires	Shipping Method	Sales Rep
09/06/2024	12/05/2024		Brad McCabe

Item		Price Level	Quantity	Rate	Amount
TRLKIT1000	Meridian Archer Trailer Kit 1000		1	0.00	
ADDT1000	Meridian 8-Barrier Drop Deck Trailer - 1000	GSA	1	34,247.85	$34,247.85
AB1200	Archer 1200 Mobile Barrier	GSA	8	6,513.75	$52,110.00
AMHA003-2	Archer Manual Hauler 2.0	GSA	1	1,925.18	$1,925.18
AFTB001	Archer Field Tow Bar	GSA	2	574.18	$1,148.36
AACN4F022	Archer Arrestor Cable – 4 ft.	GSA	7	574.18	$4,019.26
RGATEKIT	Archer Rapid Gate Kit	GSA	1	12,540.18	$12,540.18
AMB1200WSP	Marketing Frame Package	GSA	1	5,785.18	$5,785.18
ACP003ADA	3 Channel ADA Cable Protector	GSA	7	574.18	$4,019.26
End of Group				0.00	$115,795.27
MCTR002	Certified Training	GSA	1	3,855.18	$3,855.18
F	Freight Charges		1	13,595.00	$13,595.00

Subtotal	$133,245.45
Tax (9%)	$0.00
Total	$133,245.45

Notes:

Wire Transfer Instructions:
Meridian Rapid Defense Group Sales LLC
Account Number: 568605235
Bank Name: Chase Bank, N.A.
Wire Routing : 021000021
ACH Routing : 322271627

Check Remittance:
530 New Los Angeles Ave #115-345
Moorpark, CA 93021

QUO-S-10777

Meridian Archer Trailer Kit 1000



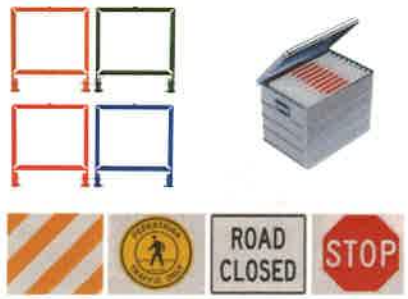
Meridian Archer Trailer Kit 1000

- 8- Archer 1200 Barriers
- 1-Archer Manual Hauler 2.0
- 2- Archer Field Tow Bars
- 7- 4ft. Archer Arrestor Cables
- 1- Archer Rapid Gate Kit
- 1- Archer Wayfinding Package
- 7- ADA 3-Channel Cable Covers
- 1-Archer Hauler Mount
- 2-ADA Cover Compartments
- Beam Gate Beam Cradles

NEW Rapid Gate Kit



NEW Wayfinding Package



NEW Hauler Mount



NEW Cover Compartments



NEW Beam Gate Beam Cradles



Additional Upgrades

- Upgraded solar panel charger
- Upgraded deck bearings
- Higher rated tires

MERIDIAN
RAPID DEFENSE GROUP

PAS 68 IMPACT TESTED

IWA 14 IMPACT TESTED

Archer 1200 Barrier

1

- Modular barrier
- Expandable footprint
- Compatible with all Meridian products







2

- Over **20** certified configurations
- The most crash tested mobile vehicle barrier in the world
- Reusable after impact



3

- No hydraulic
- No electricity
- No forklifts
- One person deployment
- Maintenance free
- Lifetime warranty

Scan to see the Archer 1200 barrier in action.

SCAN ME

WE OFFER RENTAL AND PURCHASING OPTIONS! GIVE US A CALL TO DISCUSS YOUR NEEDS (434) 529-6903

CERTIFIED SAFETY ACT

ASTM

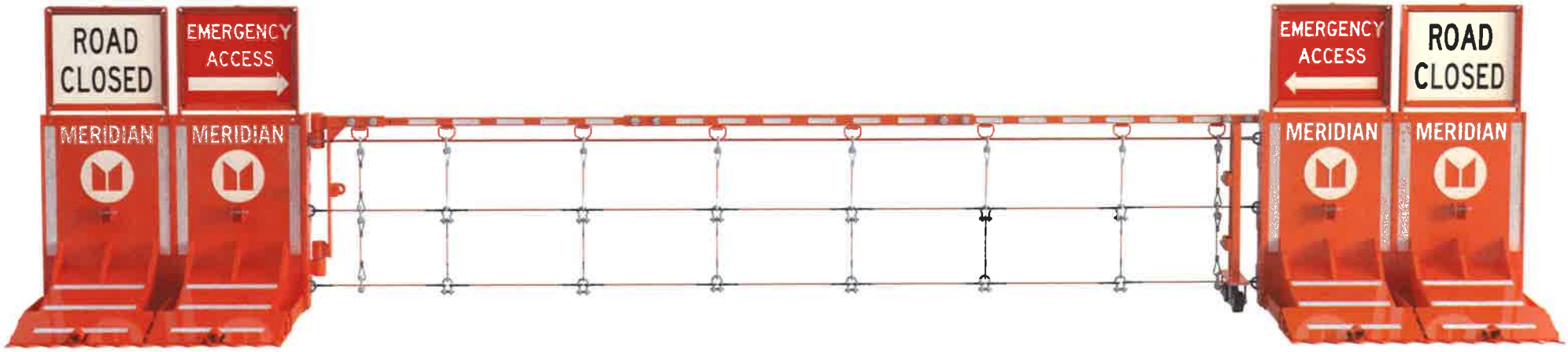
MERIDIAN
RAPID DEFENSE GROUP

PAS 68 B31 IMPACT TESTED

IWA 14 IMPACT TESTED

www.meridian-barrier.com

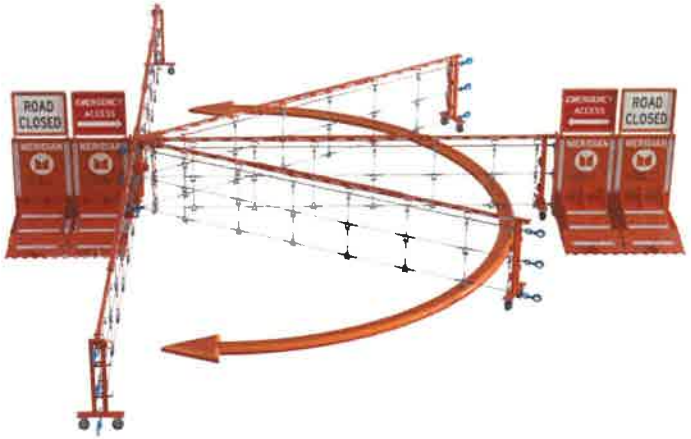
Archer Rapid Gate



FEATURES

- Expandable to 10 ft., 12 ft., and 14 ft.
- Fast to assemble
- Ideal for road closures
- Great for construction sites
- Crash certified ASTM P2 rating!
- #1 emergency access gate

180 Degree Horizontal Rotation



MUTCD

The Archer Rapid Gate is designed to be visible on roads by using bright Traffic Orange paint and HIP reflective decals. The directional signage is all MUTCD approved.

WE OFFER RENTAL AND PURCHASING OPTIONS! GIVE US A CALL TO DISCUSS YOUR NEEDS (434) 529-6903

MERIDIAN RAPID DEFENSE GROUP

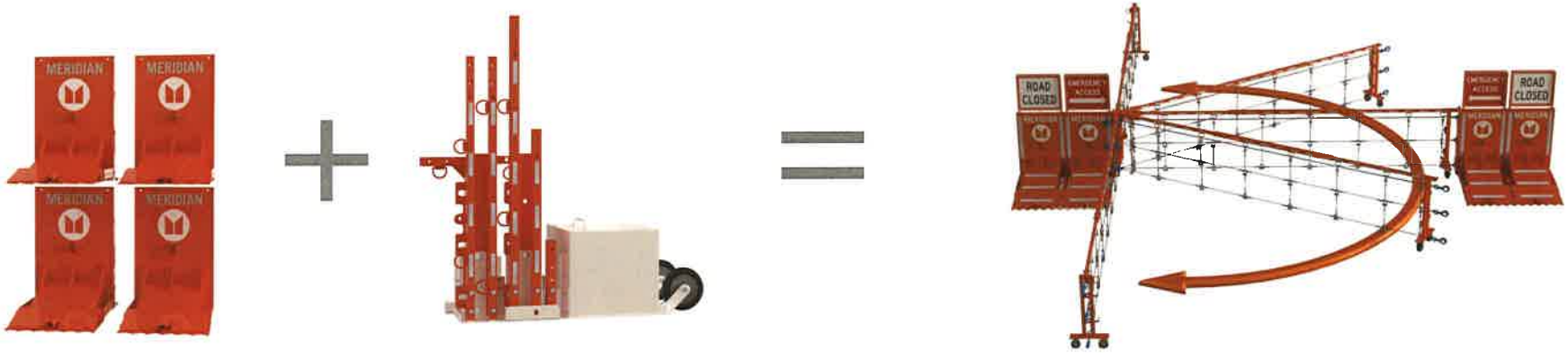
Archer Rapid Gate Kit

It is easy to convert any of your Archer 1200 Barriers into an Archer Rapid Gate in minutes.



Kit Includes

- Adjustable beams that allow for a 10 ft., 12 ft., or 14 ft. opening
- 4 Wayfinding Frames and 4 inserts
- Pivot Plate & Receiver Plate
- Archer Rapid Gate transportation cart to easily house and move everything in your kit



WE OFFER RENTAL AND PURCHASING OPTIONS! GIVE US A CALL TO DISCUSS YOUR NEEDS (434) 529-6903

MERIDIAN RAPID DEFENSE GROUP

PAS 68 IMPACT TESTED

IWA 14 IMPACT TESTED

Archer Wayfinding Package

8 Wayfinding Frames and 32 Signs



FEATURES



COLLAPSIBLE



CUSTOM COLOR



SIGN STORAGE BOX

- MUTCD approved signs
- Quick installation
- Lightweight & portable
- Durable powder coating

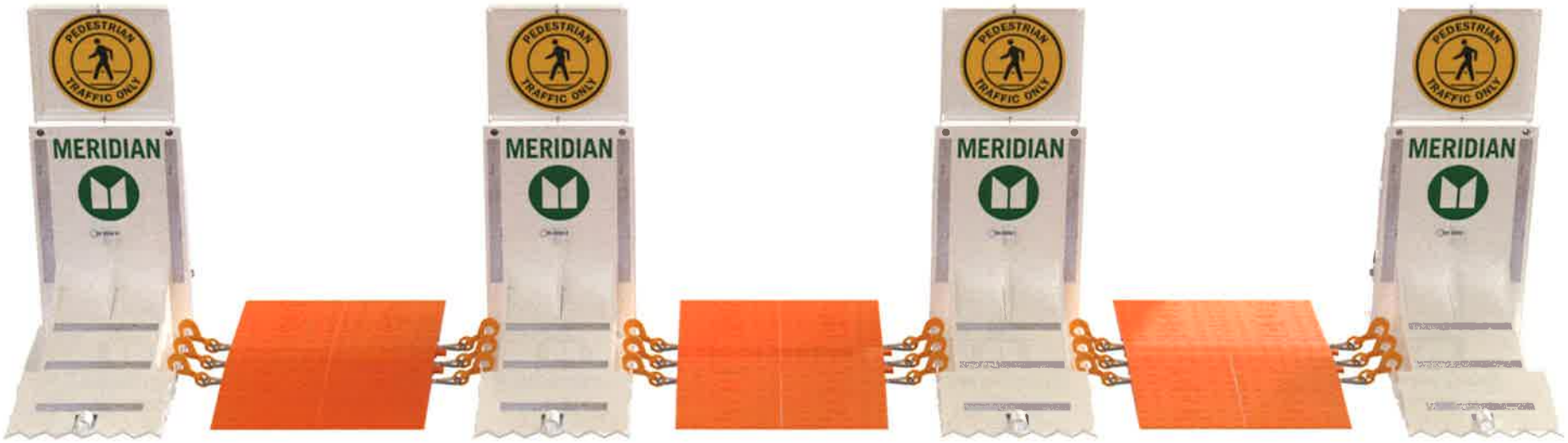
WE OFFER RENTAL AND PURCHASING OPTIONS! GIVE US A CALL TO DISCUSS YOUR NEEDS (434) 529-6903

MERIDIAN
RAPID DEFENSE GROUP

ADA 3-Channel Cable Protector



- Easily allows strollers and wheelchairs
- High visibility color
- Ideal for pedestrian traffic control
- Easy to use interconnects
- Lightweight design



WE OFFER RENTAL AND PURCHASING OPTIONS! GIVE US A CALL TO DISCUSS YOUR NEEDS (434) 529-6903

MERIDIAN
RAPID DEFENSE GROUP

MERIDIAN RAPID DEFENSE GROUP



- Crash test certified
- Archer Trailer Kit (8 Archer 1200)
- 1 Rapid Gate
- 1 Beam Gate
- Multiple Configurations possible









MERIDIAN RAPID DEFENSE GROUP

Taxes & Licenses Department
808 W Spokane Falls Blvd
Spokane WA 99201-3336
509-625-6070
taxesandlicenses@spokanecity.org

Business License Exemption Request Form

SMC 8.01.070 states that no person may engage in business in the City or "with the City" without first having obtained a Washington State business license with City of Spokane endorsement.

Spokane Municipal Code allows for business license exemption for certain limited activities. If you think your business is exempt, please fill out this form, sign and submit it to the Taxes and License department. Submissions can be accepted via email or physical mail to the contact information identified above.

Select the exemption(s) that apply:

- ☐ **SMC 08.01.090 – E – exemption for farmers & gardeners.**
- ☐ **SMC 08.01.090 – A – presenters at convention or trade show with limited entry.**
- ☐ **SMC 08.01.090 – C – persons or entities operating at locations managed by an airport board.**
- ☐ **SMC 08.01.090 – D – where preempted by Federal or state constitution or laws.**
- ☐ **SMC 08.01.090 – F – School groups conducting occasional sale from a temporary location.**
- ☐ **SMC 08.01.090 – G – The business does not have contracts with the City in any calendar year with an accumulated value exceeding $12,000. Value of current contracts is _____.**
- ☑ **SMC 08.01.195 – D – seller outside of the City delivering goods by means of common carrier**

CERTIFICATION OF BUSINESS ACTIVITIES

I, Kelly Sullivan hereby do certify to the City of Spokane that the business I represent, known as Meridian Rapid Defense Group LLC does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Kelly Sullivan
Signature

Corporate Compliance & Governance Administrator
Title

ksullivan@meridian-barrier.com
email

(626) 319-1479
phone

177 E. Colorado Blvd., Suite 200
Address

Pasadena, CA 91105
City, State, Zip

Date: 04/15/2026

UBI# 604-648-631
(Washington State, if available)

For Internal Use only:

Approved: x

Rejected ☐

If rejected provide reason:

Reviewed By: Renee Robertson Date: 04-15-26

Rev APRIL 2026

Approved: Matt Boston
Approved as to form: Elizabeth Schoedel, Asst. City Attorney

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 04/20/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	4/14/2026
		Clerk's File #	
		Cross Ref #	
Council Meeting Date: 05/11/2026		**Project #**	
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	CHRIS AVERYT 6540	**Requisition #**	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE - GREEN AREA MAINTENANCE MOU		

Agenda Wording

This SBO implements the budget for the Green Area Maintenance MOU that was approved by Council on March 30, 2026. The MOU moves positions from the Water to Parks & Recreation and adds revenue/expenditure authority for interfund payments as outlined in the MOU. An SBO was not originally written to accompany the MOU.

Summary (Background)

The Interdepartmental Agreement regarding Green Area Maintenance (Right of Way Maintenance) (OPR 2026-0231) between Parks, Water, Streets, and Wastewater Management was approved by Council 3/30/2026. This SBO adjusts the budget so the agreement can be fulfilled in 2026. An SBO was not originally submitted to accompany the MOU. Wastewater Management is excluded from the SBO because they already have this payment budgeted in 2026.

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?	NO
Total Cost	$ 999,633
Current Year Cost	$ 999,633
Subsequent Year(s) Cost	$ 1,100,000

Narrative

Four positions are being moved from Water to Parks. Two additional positions are being added to Parks for a total of six positions authorized for Parks. Budget is being added for Streets and Water to make interfund payments to Parks.

Amount		Budget Account
Revenue	$ 1,100,000	# 1400-42455-99999-34919-99999
Expense	$ 366,666	# 1100-21700-42300-54141-99999
Expense	$ 580,500	# 1400-42455-76820-5xxxx-99999
Expense	$ (314,200)	# 4100-42450-34145-5xxxx-99999
Expense	$ 366,667	# 4100-42455-34145-54801-99999
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Parks' new position expenses are being funded by payments from Streets, Water, and Wastewater Management.

Expense Occurrence	Recurring

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

Positions and interfund payments will be included in the budget for the five-year term of this agreement.

Approvals		Additional Approvals	
Dept Head	FEIST, MARLENE	**MANAGEMENT &**	MILLER, JACOB
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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rhulvey@spokanecity.org	

ORDINANCE NO _____

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO IMPLEMENT THE INTERDEPARTMENTAL AGREEMENT FOR GREEN AREA MAINTENANCE, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the various Funds listed below, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

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

1) Increase appropriation by $366,666.
   a) Of the increased appropriation, $366,666 is provided solely for interfund other professional services.

Section 2. That in the budget of the Park Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Add two (2) classified Irrigation Specialist positions (from 7 to 9).
2) Add one (1) classified Laborer II position (from 5 to 6).
3) Add one (1) classified Laborer I position (from 0 to 1).
4) Add one (1) classified Gardener I position (from 4 to 5).
5) Add one (1) classified Facilities Maintenance Foreperson position (from 4 to 5).
6) Increase revenue by $1,100,000.
   a) Of the increased revenue, $1,100,000 is provided solely for interfund other general governmental services.
7) Increase appropriation by $580,500.
   a) Of the increased appropriation, $580,500 is provided solely for base wages and related benefits.

Section 3. That in the budget of the Water Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Remove one (1) classified Irrigation Specialist position (from 3 to 2).
2) Remove one (1) classified Laborer II position (from 34 to 33).
3) Remove one (1) classified Laborer I position (from 6 to 5).

4) Remove one (1) classified Gardener I position (from 1 to 0).
5) Decrease appropriation by $314,200.
   a) Of the decreased appropriation, $314,200 is provided solely for base wages and related benefits.
6) Increase appropriation by $366,667.
   a) Of the increased appropriation, $366,667 is provided solely for repairs and maintenance.

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the approval of the interdepartmental agreement for Green Area maintenance, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed 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:** 04/20/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/11/2026

Date Rec'd	4/14/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	
Contact E-Mail	NSULYA@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** YES	
Agenda Item Name	SPECIAL BUDGET ORDINANCE TO ACCEPT CHIP GRANT AWARDS		

Agenda Wording

Special Budget Ordinance amending ORD C36794 to accept grant funds awarded by the Department of Commerce Connecting Housing to Infrastructure Program (CHIP).

Summary (Background)

The City of Spokane received grant funds totaling $1,945,446 from the Dept. of Commerce Connecting Housing to Infrastructure Program (CHIP). Applications were submitted in 2025, and funds were awarded in mid-January 2026. This SBO adds the revenue to the 2026 budget and increases the budget authority to utilize the funding.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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?

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

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 1,945,446
Current Year Cost	$ 1,945,446
Subsequent Year(s) Cost	$ 0

Narrative

Amount		Budget Account
Expense	$ 945,446	# 4250-98864-38141-54201-10259
Revenue	$ 945,446	# 4250-98864-99999-33442-10259
Expense	$ 1,000,000	# 4250-98864-38141-54201-10260
Revenue	$ 1,000,000	# 4250-98864-99999-33442-10260
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

No, this grant is non-recurring.

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN	MANAGEMENT &	MILLER, JACOB
Division Director	FEIST, MARLENE	ACCOUNTING -	DUFFEY, ANDREW
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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tax&licenses@spokanecity.org	eraea@spokanecity.org
nsulya@spokanecity.org	kpicanco@spokanecity.org

ORDINANCE NO _____

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT GRANT FUNDS AWARDED BY THE DEPARTMENT OF COMMERCE’S CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM (CHIP), AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Integrated Capital Management Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

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

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

1) Increase revenue by $1,945,446.
A) Of the increased revenue, $1,945,446 is provided solely from the Department of Commerce.

2) Increase appropriation by $1,945,446.
A) Of the increased appropriation, $1,945,446 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept grant funds awarded by the Department of Commerce’s Connecting Housing to Infrastructure Program (CHIP), and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed 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:** 04/20/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/11/2026

Date Rec'd	4/13/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	PARKS & RECREATION	**Bid #**	
Contact Name/Phone	JASON CONLEY 6211	**Requisition #**	
Contact E-Mail	JCONLEY@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE – 8 PARK LEVY POSITIONS, 1 ADDITIONAL PARK		

Agenda Wording

Special Budget Ordinance amending C36794 to authorize a total of nine additional Parks & Recreation positions, eight of which are funded by the 2026 Parks property tax levy.

Summary (Background)

Parks will get their first levy revenue in May of 2026. It is critical to have the park operations, park ranger, and project management staff prior to 2027 to ensure we begin to honor our commitments back to the community regarding park safety, maintenance, and playground and restroom replacements and renovations. $1,015,050 is already included in the 2026 budget for the 8 levy positions; we are only requesting the authorized FTE with this SBO. The Equity and Inclusion Specialist was a Project Position that expired in 2025, so the funds were budgeted in 2026 under "Budget Reserve" versus an authorized FTE. This SBO is to authorize that FTE. 1400-54800-76911-06980-99999 3.0 FTE (Park Ranger) 1400-54800-76150-00760-99999 1.0 FTE (Project Manager -Parks) 1400-54800-76810-06970-99999 1.0 FTE (Facilities Maint. Foreperson) 1400-54800-76820-06920-99999 2.0 FTE (Park Caretaker) 1400-54800-76820-06100-99999 1.0 FTE (Certified Irrigation Specialist) 1400-30210-76100-00920-99999 1.0 FTE (Equity and Inclusion Specialist)

What impacts would the proposal have on historically excluded communities?

The Spokane Parks Levy is a 20-year initiative approved by voters in November 2025 to enhance every park in every neighborhood across the City of Spokane.

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?

Projects will be tracked against the Parks Master Plan and Together Spokane initiative.

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 proposal aligns with the 2022 Parks Master Plan and the Together Spokane initiative.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	**$** $1,015,050
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

$1,015,050 is already included in the 2026 budget for the levy positions, and funding for the Equity & Inclusion Specialist is included in a budget reserve line; we are only authorizing the nine additional Full-time Equivalents (FTE) with this SBO.

Amount		Budget Account
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Taxes

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

Yes, the 8 positions will have funding for the 20 year length of the Parks Levy. After that period, Parks will need to re-align budget priorities and/or seek additional funding sources to maintain these positions. This work would start well before the 20-year mark. The 1 position funded outside of the levy will be included in the annual Parks Budget to the Park Board and will be at their discretion for continuance.

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	CONLEY, JASON K.	**MANAGEMENT &**	MILLER, JACOB
Division Director	JONES, GARRETT		
Accounting Manager			
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

ORDINANCE NO _____

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, “AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO AUTHORIZE NINE ADDITIONAL PARKS & RECREATION POSITIONS, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the Park Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

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

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

1) Add 3.0 classified Park Ranger positions (from 3 to 6).
2) Add 1.0 classified Project Manager - Parks position (from 1 to 2).
3) Add 1.0 classified Facilities Maintenance Foreperson position (from 4 to 5).
4) Add 2.0 classified Park Caretaker positions (from 10 to 12).
5) Add 1.0 classified Certified Irrigation Specialist position (from 7 to 8).
6) Add 1.0 classified Equity and Inclusion Specialist position (from 0 to 1).

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to authorize nine additional Parks & Recreation positions, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

SBO Request
Urban Experience Committee

Committee Date	April 20, 2026
Submitting Department	Parks & Recreation
Fund to Receive Budget (if different from submitting dept)	1400
Contact Name	Jason Conley x6211
Select Agenda Item Type	☒ Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – 8 Park Levy Positions, 1 Additional Park Position
Grant Item	☐ Yes ☒ No If yes, this SBO should be submitted to the same agenda as the acceptance.
Why is this budget adjustment urgent and can't wait until the 2027-2028 biennium budget? **What are the budget codes? (Accountant-provided)**	Parks will get their first levy revenue in May of 2026. It is critical to have the park operations, park ranger and project management staff prior to 2027 to ensure we begin to honor our commitments back to the community regarding park safety, maintenance, and playground and restroom replacements and renovations. The Equity and Inclusion Specialist was a 2 year project employee (2024-2025) that is now being filled as a temp-seasonal employee. To not lose momentum and to continue this great work, the desire is to make this a full-time position in 2026. 1400-54800-76911-06980-99999 3.0 FTE (Park Ranger) 1400-54800-76150-00760-99999 1.0 FTE (Project Manager -Parks) 1400-54800-76810-06970-99999 1.0 FTE (Facilities Maint. Foreperson) 1400-54800-76820-06920-99999 2.0 FTE (Park Caretaker) 1400-54800-76820-06100-99999 1.0 FTE (Certified Irrigation Specialist) 1400-30210-76100-00920-99999 1.0 FTE (Equity and Inclusion Specialist) *$1,015,050 is already included in the 2026 budget for the 8 levy positions; we are only requesting the authorized FTE with this SBO. The Equity and Inclusion Specialist was a Project Position that expired in 2025 so the funds were budgeted in 2026 under "Budget Reserve" versus an authorized FTE. This SBO is just to authorize that FTE.*

Fiscal Impact
Revenue: $0
Appropriation: $0
Funding Source ☐ One-time ☒ Recurring
Specify funding source: Taxes
Is this funding source sustainable for future years, months, etc? Yes, the 8 positions will have funding for the 20 year length of the Parks Levy. After that period, Parks will need to re-align budget priorities and/or seek additional funding sources to maintain these positions. This work would start well before the 20 year mark. The 1 position funded outside of the levy will be included in the annual Parks Budget to the Park Board and will be at their discretion for continuance.
Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A
Other budget impacts: (FTE related?)

Return to budget@spokanecity.org and allow up to one week for drafting.

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/11/2026

Date Rec'd	4/8/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ACTIVATION OF PUBLIC SPACES PUBLIC RULE		

Agenda Wording

A resolution approving an Activation of Public Spaces Public Rule.

Summary (Background)

The purpose of this public rule is to implement an activation of public spaces program. The City finds the activation of the public right-of-way through festivals, parades, athletic events, sidewalk cafes, streateries, and parklets to be in the best interest of residents, visitors, and businesses in the city of Spokane. This public rule shall be liberally construed by the City in favor of activating public spaces through its permitting and licensing processes.

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?

License data will be tracked by the Development Services Center. Program data and stakeholder feedback following the implementation of the program will be used to evaluate its effectiveness.

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

License data will be tracked by the Development Services Center.

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 DP 4.2 Comprehensive Plan SH 3.8 Comprehensive Plan N 1.1 Downtown Plan Priority Action 1.3 Downtown Plan Priority Action 2.5 Downtown Plan Priority Action PS 1.1

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	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

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	SCOTT, ALEXANDER		
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

RESOLUTION 2026 – ____

A resolution approving an Activation of Public Spaces Public Rule.

WHEREAS, the Spokane City Council adopted Ordinance C36850, encouraging the activation of public spaces; and

WHEREAS, Ordinance C36850 goes into effect on April 26, 2026; and

WHEREAS, the City seeks to publish a public rule implementing Ordinance C36850, including the procedures for expanded outdoor alcohol service; and

WHEREAS, the proposed public rule has been published in the Gazette pursuant to the SMC 03.14.030(A)(1); and

WHEREAS, the proposed public rule has been shared with identified stakeholders pursuant to SMC 03.14.030(A)(2); and

WHEREAS, the proposed public rule is filed for City Council review and approval pursuant to SMC 03.14.030(A)(3).

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the attached public rule.

PASSED BY THE CITY COUNCIL ON _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

DRAFT

CITY OF SPOKANE
PUBLIC RULE AND PROCEDURE

CITY OF SPOKANE PUBLIC RULE AND PROCEDURE	RULE xxxz - LGL XXXX
TITLE **ACTIVATION OF PUBLIC SPACES PROGRAM** EFFECTIVE DATE April 1, 2026	

1.0 GENERAL

1.1 PURPOSE AND INTENT

The purpose of this public rule is to implement an activation of public spaces program. The City finds the activation of the public right-of-way through festivals, parades, athletic events, sidewalk cafes, streateries, and parklets to be in the best interest of residents, visitors, and businesses in the city of Spokane. This public rule shall be liberally construed by the City in favor of activating public spaces through its permitting and licensing processes.

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule applies to all persons seeking licensure from the City of Spokane for expanded outdoor alcohol services, parklets, sidewalk cafes, streateries.

3.0 REFERENCES

RCW 66.24.800
RCW 66.24.820
Spokane Municipal Code 12.14
WAC 314-03

4.0 DEFINITIONS

4.1 All relevant definitions may be found in SMC 12.14.

DRAFT

5.0 POLICY

5.1 A no-fee license issued by the Development Services Center is required to provide expanded outdoor alcohol service. The license must be renewed annually. The expanded outdoor alcohol service license program expires December 31, 2027, unless reauthorized by the Washington State Legislature.

5.2 A license issued by the Development Services Center is required to operate a sidewalk café, streatery, or parklet in the public right-of-way. All sidewalk cafes, streateries, and parklets must meet the pedestrian passage requirements outlined in SMC 12.14.

5.3 Off-street private parking stalls may be converted to an outdoor alcohol service area, or other temporary seating, upon permission of the parking lot owner, when the parking lot is adjacent to the restaurant or utilized for mobile food vending. ADA accessible parking stalls and access aisles may not be repurposed for an outdoor alcohol service area, or other temporary seating.

5.4 A sidewalk café or outdoor alcohol service area may extend past the frontage of the applicant's business so long as the applicant has permission from the adjoining property owner or the adjoining property owner's agent.

5.5 The operational hours of a sidewalk café, streatery, parklet, outdoor alcohol service area, or other temporary seating are limited to the operating hours of the licensed business unless approved through a special events permit. The licensee is responsible for maintenance, litter removal, activation, and programming of the outdoor space with temporary materials such as tables, chairs, and umbrellas.

5.6 No heating, cooking, or open flames are permitted in a sidewalk café, streatery, parklet, outdoor alcohol service area, or other temporary seating area. However, outdoor space heaters are permitted. Outdoor space heaters must follow the manufacturer's recommendations and be located at least two feet from flammable objects or materials, including umbrella canvases or foliage.

5.7 Licensees approved for expanded outdoor alcohol service may share use of an outdoor alcohol service area with other approved licensees, and licensees may share use of an outdoor alcohol service area with businesses that do not engage in the sale or service of alcohol.

6.0 PROCEDURE

6.1 An applicant for expanded outdoor alcohol service must be licensed by the City before seeking approval from the Washington State Liquor and Cannabis Board.

DRAFT

6.2 Applicants seeking to repurpose private parking stalls for an outdoor alcohol service area, or other temporary seating must demonstrate through their license application a detailed site map showing building accessibility and emergency access.

6.3 Outdoor alcohol service areas may be enclosed, at the licensee's discretion, by means of a permanent or movable barrier or by means of a permanent fence-free demarcation. For an outdoor alcohol service area enclosed by means of a permanent or movable barrier of a minimum height, the permanent or movable barrier is not required to meet minimum height requirements on sloped site conditions.

6.4 The number of entrances and exits into and out of an outdoor alcohol service area is dependent upon the occupant load. The Spokane Fire Department will work with licensees to ensure a layout that meets requirements and works for the licensee.

6.5 Any permanent structures being proposed to expand outdoor seating must meet building codes and seek the appropriate building permits.

6.6 An employee of the licensee with a mandatory alcohol server training (MAST) permit must be assigned to, but is not required to be in, the outdoor alcohol service area at all times that patrons are present. A direct line of sight is not required from inside the licensed premises to the outdoor alcohol service area.

6.7 Street closure requests are reviewed and approved through the special events permitting process.

7.0 RESPONSIBILITIES

7.1 The Community and Economic Development Division and Office of the Mayor are responsible for the implementation of this public rule.

8.0 APPENDICES

8.1 Ordinance 36850

APPROVED BY:

_____

City Attorney

_____

DRAFT

Director of Community and Economic Development

City Administrator

Date

DRAFT

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/11/2026

Date Rec'd	4/14/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	CODE ENFORCEMENT	**Bid #**	
Contact Name/Phone	JASON 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	EXISTING SIDEWALK MAINTENANCE AND MINOR REPAIRS PUBLIC RULE		

Agenda Wording

A resolution approving an Existing Sidewalk Maintenance and Minor Repairs Public Rule.

Summary (Background)

This resolution approves an Existing Sidewalk Maintenance and Minor Repairs Public Rule. This public rule was published in May 2025. This resolution formalizes the public rule under the new public rule process.

What impacts would the proposal have on historically excluded communities?

This public rule was published in May 2025. This resolution formalizes the public rule under the new public rule process.

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?

This public rule aligns with SMC 12.01.010.

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	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

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, ADAM		
Division Director	GARCIA, LUIS		
Accounting Manager			
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List	

RESOLUTION 2026 – ____

A resolution approving an Existing Sidewalk Maintenance and Minor Repairs Public Rule.

WHEREAS, the Spokane City Council adopted Ordinance C36604, making it easier for property owners to make minor repairs on existing sidewalks; and

WHEREAS, Ordinance C36604 went into effect on December 26, 2024; and

WHEREAS, Public Rule 4700-25-01 - Existing Sidewalk Maintenance and Minor Repairs was published on May 1, 2025; and

WHEREAS, after adoption of Public Rule 4700-25-01, the City Council adopted Ordinance C36752, prescribing a process for adoption of public rules and providing a mechanism for approval of existing public rules, codified in Chapter 3.14 SMC; and

WHEREAS, SMC 03.14.080 provides those public rules published before January 7, 2025, may continue to be enforced for three (3) years, so long as public notice and City Council review have been initiated as provided in SMC 03.14.030 and is pending during such enforcement period; and

WHEREAS, pursuant to SMC 3.14.080; the Administration is seeking formal adoption of Public Rule 4700-25-01; and

WHEREAS, the proposed public rule has been published in the Gazette pursuant to the SMC 03.14.030(A)(1); and

WHEREAS, the proposed public rule has been shared with identified stakeholders pursuant to SMC 03.14.030(A)(2); and

WHEREAS, the proposed public rule is filed for City Council review and approval pursuant to SMC 03.14.030(A)(3);

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the attached public rule.

PASSED BY THE CITY COUNCIL ON _____, 2026.

DRAFT

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

DRAFT

CITY OF SPOKANE
PUBLIC RULE AND PROCEDURE

CITY OF SPOKANE PUBLIC RULE AND REGULATION	RULE 4700-25-01 LGL 2025-0020
TITLE – Existing Sidewalk Maintenance and Minor Repairs EFFECTIVE DATE – May 1, 2025 REVISION DATE (N/A)	

1.0 GENERAL

1.1 PURPOSE

The purpose of this public rule is to comply with the provisions of Spokane Municipal Code (SMC) 12.01.010.C and 12.01.010.D, establishing and clarifying the application of the ordinance relating to minor sidewalk repairs and maintenance projects. This rule defines the types of projects that require plan review, permitting, licensing and bonding requirements for contractors, as well as minor repairs that may be exempt from such requirements.

1.2 TABLE OF CONTENTS

1.0 GENERAL
2.0 DEPARTMENTS/DIVISIONS AFFECTED
3.0 REFERENCES
4.0 DEFINITIONS
5.0 POLICY
6.0 PROCEDURE
7.0 RESPONSIBILITIES
8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

Community and Economic Development Division (Development Services Center and Code Enforcement Departments) and Public Works Division (Engineering Services).

3.0 REFERENCES

SMC 12.01.010

4.0 DEFINITIONS

"Lift" is an elevation gap between two sidewalk panels where they abut each other.

5.0 POLICY

It is the policy of the City of Spokane that owners and occupants of property that is adjacent to sidewalks are responsible for maintenance and repairs of existing sidewalks. Generally, any work upon the City right-of-way must follow proscribed permitting, licensing, bonding, and insurance requirements. However, such requirements historically have prevented adjacent owners (or their qualified contractors) from conducting minor repairs in the City right-of-way. This rule, as authorized by SMC 12.01.010.C and 12.01.010.D, establishes conditions under which owners may perform minor maintenance and repairs of existing sidewalk deficiencies without the requirements of certain licensing, bonding or insurance requirements. Nothing in this public rule is to be construed to waive applicable building and construction permit and inspection requirements except as specifically indicated in this rule.

6.0 PROCEDURE

6.1 For the following projects, no permit is required, and the work may be performed by the property owner:

- Grinding less than ½ inch (height) lifts to provide a level walking surface.
- Filling less than ½ inch (width) cracks, gaps or holes within panels or between panels.

6.2 For the following projects, a permit and plan review are required through the Development Services Center, but the work may be performed by the property owner:

- Grinding/filling of cracks, gaps or holes within or between panels in excess of ½ inch width.
- Surface coating to address spalling or surface deterioration.
- Less than 15 linear ft. of sidewalk replacement.

6.3 For the following projects, a permit and plan review are required through the Development Services Center. These projects must be performed by a licensed and bonded contractor that meets City specifications:

- Any sidewalk replacement or repair where tree work or root related issues are involved. A tree permit from Urban Forestry must also be obtained to perform this type of work.
- Sidewalk replacement of more than 15 linear ft.
- Any sidewalk repair project, regardless of scope, in a non-residential zone or not adjacent to a single-family home.
- Any project otherwise described in sections 6.1. and 6.2 above.

7.0 RESPONSIBILITIES

The Development Services Center is responsible for all aspects of plan review, permit issuance, and inspections conducted under the permit process.

8.0 APPENDICES

N/A

APPROVED BY:

Michael J Piccolo
Michael J Piccolo (Jun 25, 2025 10:32 PDT)

City Attorney — Date: Jun 25, 2025

Jami Palmquist

Division Director — Date: Jun 25, 2025

Alexander Scott
Alexander Scott (Jul 2, 2025 16:02 PDT)

City Administrator — Date: Jul 2, 2025

PUBLIC RULE 4700-25-01 (Existing Sidewalk Maintenance and Minor Repairs)

Final Audit Report 2025-07-02

Created:	2025-06-25
By:	Daniel Rose (drose@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbLuooPHT8ssXnb9KHoS7OrQhtBnTD7DE

"PUBLIC RULE 4700-25-01 (Existing Sidewalk Maintenance and Minor Repairs)" History

Document created by Daniel Rose (drose@spokanecity.org)
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Document e-signed by Tami Palmquist (tpalmquist@spokanecity.org)
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Signer Michael Piccolo (mpiccolo@spokanecity.org) entered name at signing as Michael J Piccolo
2025-06-25 - 5:32:50 PM GMT

Document e-signed by Michael J Piccolo (mpiccolo@spokanecity.org)
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Adobe Acrobat Sign

Document e-signed by Alexander Scott (ascott@spokanecity.org)

Signature Date: 2025-07-02 - 11:02:55 PM GMT - Time Source: server

Agreement completed.

2025-07-02 - 11:02:55 PM GMT

Adobe Acrobat Sign

Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 10/28/2024

Committee Agenda type: Discussion

Council Meeting Date: 11/11/2024

Date Rec'd	10/29/2024
Clerk's File #	ORD C36604
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CODE ENFORCEMENT & PARKING
Contact Name/Phone	JASON X6529
Contact E-Mail	JRUFFING@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Council Sponsor(s)	BWILKERSON MCATHCART
Agenda Item Name	1200 - ORDINANCE TO AMEND SMC 12.01.010 - MINOR SIDEWALK REPAIRS

Agenda Wording

Amendment to SMC 12.01.010, adding a section authorizing relevant departments to implement administrative criteria allowing property owners to conduct minor sidewalk repairs

Summary (Background)

According to SMC 12.01.010, adjacent owners are responsible for sidewalk maintenance and repairs. Code Enforcement has been sending sidewalk maintenance letters to property owners for approximately 5 years, and while this type of complaint and subsequent violations initially were focused around the downtown core and other commercial areas, the majority of complaints are now received in residential neighborhoods.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget?	N/A
Total Cost	$
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

N/A

Amount		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

FIRST READING OF THE ABOVE ORDINANCE HELD ON 11/4/2024 AND FURTHER ACTION WAS DEFERRED

CITY CLERK

PASSED BY SPOKANE CITY COUNCIL: 11/18/2024

CITY CLERK

Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Current practice in the Development Services Center requires all work done in the right of way to be done by specific types of licensed and bonded contractors, with a substantial insurance requirement. This proposal is not to remove these requirements, but to provide flexibility and barrier reduction for minor sidewalk repairs. This proposal adds a section to SMC 12.01.010, authorizing relevant departments to implement administrative criteria so that property owners are able to conduct minor sidewalk repairs themselves if they desire.

Approvals		Additional Approvals	
Dept Head	GARCIA, LUIS		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ORLOB, KIMBERLY		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
jruffing@spokanecity.org	lgarcia@spokanecity.org
sbishop@spokanecity.org	

Committee Agenda Sheet
Finance & Administration Committee

Committee Date	October 21, 2024
Submitting Department	Code Enforcement and Development Services Center
Contact Name	Jason Ruffing
Contact Email & Phone	jruffing@spokanecity.org; 509-625-6529
Council Sponsor(s)	Council President Betsy Wilkerson
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5 Minutes
Agenda Item Name	SMC 12.01.010 Amendment - Minor Sidewalk Repairs
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	According to SMC 12.01.010, adjacent owners are responsible for sidewalk maintenance and repairs. Code Enforcement has been sending sidewalk maintenance letters to property owners for approximately 5 years, and while this type of complaint and subsequent violations initially were focused around the downtown core and other commercial areas, the majority of complaints are now received in residential neighborhoods. Current practice in the Development Services Center requires all work done in the right of way to be done by specific types of licensed and bonded contractors, with a substantial insurance requirement. This proposal is not to remove these requirements, but to provide flexibility and barrier reduction for minor sidewalk repairs. This proposal adds a section to SMC 12.01.010, authorizing relevant departments to implement administrative criteria so that property owners are able to conduct minor sidewalk repairs themselves if they desire.

Fiscal Impact

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

Total Cost: NA

Current year cost:

Subsequent year(s) cost:

Narrative: There is no fiscal impact for this proposed code text amendment.

Funding Source ☐ One-time ☐ Recurring ☒ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.

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?

Sidewalk deficiencies are a city-wide problem. Under current practice, when a property owner receives a sidewalk violation letter, they must hire a specific type of contractor, with license, bonding and insurance requirements (details included as an attachment) to develop the scope of work, apply for the permit, and conduct the work in the right of way. This is the case across the full spectrum of potential deficiencies with the sidewalk, even when the needed correction is very minor, such as grinding down a lifted panel, replacing a

small portion of a broken sidewalk, surface repairs, etc. Our departments have heard that this requirement has resulted in unreasonable price proposals for minor work, and lengthy delays in achieving compliance. This proposal would allow all property owners, in all communities including those that are historically excluded, to potentially have access to a pathway to resolve the violation themselves, presumably at a much more reasonable cost and timeline than under the City's current practices. There will still be situations where a full sidewalk replacement, for both residential and commercial uses, will require a full replacement, and contractor, licensing, bonding and insurance requirements will still be in place. There will also be situations where tree maintenance and/or removal is necessary, and existing Urban Forestry regulations and controls will continue to apply in those situations. This proposal is specific to deficiencies where a minor repair would adequately resolve the deficiency, rather than a comprehensive solution.

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?

Accela, the current software system utilized by Code Enforcement does not have a mechanism to search specifically for sidewalk violations. We can track data for a larger violation type called right of way violations. As we work towards implementing the City's new software system, this violation type will be something that we can track and report on. We expect to see this change resulting in faster resolution of sidewalk violations, increased permit access, as more citizens would have a pathway to obtain their own permits, and less citizen frustrations with the barriers associated with resolving this violation.

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

Accela, the current software system utilized by Code Enforcement does not have a mechanism to search specifically for sidewalk violations. We can track data for a larger violation type called right of way violations. As we work towards implementing the City's new software system, this violation type will be something that we can track and report on. We expect to see this change resulting in faster resolution of sidewalk violations, increased permit access, as more citizens would have a pathway to obtain their own permits, and less citizen frustrations with the barriers associated with resolving this violation.

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?

Strategic Plan to create a community so that all people can feel safe, empowered, and welcome. This also aligns with the expectations of the existing Spokane Municipal Code regarding sidewalk maintenance. Reducing barriers so that minor sidewalk deficiencies can be corrected with less onerous regulations improves the safety of our community and better provides for safe pedestrian pathways throughout our city. The Development Services Team and Code Enforcement departments will develop an administrative policy with criteria for what is to be considered a minor repair. Owners will still need to propose their scope of work for sidewalk maintenance, obtain a permit for the work, and call for inspection to verify code compliance. This will not be an option for every sidewalk deficiency, and contractor, licensing, bonding and insurance requirements will still be required for larger scale repairs. Many sidewalk deficiencies also require tree work, and this proposal is not intended to remove or reduce any existing Urban Forestry requirements or oversight.

ORDINANCE NO C36604

An ordinance related to sidewalk maintenance; amending SMC 12.01.010 of the Spokane Municipal Code.

WHEREAS,

NOW THEREFORE, the City of Spokane does ordain:

Section 1. 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 may send written notice to the premises advising of the violation. If the violation is not corrected, the director 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 Center, Code Enforcement, 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 Center and the Code Enforcement 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.

PASSED by the City Council on November 18, 2024

Council President

Attest:

City Clerk

Approved as to form:

City Attorney

Mayor

11/26/24
Date

12/26/2024
Effective Date

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 04/20/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	4/15/2026
		Clerk's File #	ORD C36867
		Cross Ref #	
Council Meeting Date: 05/11/2026		**Project #**	
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	SPENCER 509-625-6097	**Requisition #**	
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	SIX MONTH EXTENSION OF ORDINANCE C36699 REGARDING PLANNED UNIT		

Agenda Wording

An ordinance to consolidate and further amend two active interim zoning ordinances, ordinance C36699 and ordinance C36748, concerning planned unit developments; extending the expiration of both; further modifying section 17G.070.030; and reiterating a work program.

Summary (Background)

On June 23, 2025, City Council adopted ordinance C36699, an interim zoning ordinance which temporarily expands opportunities for small-scale commercial uses in Planned Unit Developments (PUDs). Under state law, ordinance C36699 expires one year after adoption unless extended for another six months. This ordinance would extend ordinance C36699 through December 23, 2026. It would also make two changes to the PUD code based on feedback from reviewing the development process for projects using these requirements. On August 25, 2025, City Council also adopted ordinance C36748, an interim zoning ordinance to clarify the calculation of density in planned unit developments, with an expiration date of August 25, 2026. Ordinance C36699 and ordinance C36748 both modify the same section of code and address the same subject. This ordinance extends the interim controls under both ordinances and has them expire on the same date. This ordinance does two things. First, the square footage allowed for individual commercial spaces would be expanded to 10,000 square feet. Applicants have noted that the current 5,000 square feet is challenging to lease in the marketplace. Second, the list of site development standards that can be modified would be amended to include new standards that were not in effect at the time the PUD code was last updated. Applicants have noted that newer standards are not addressed in the PUD code, which leaves uncertainty about whether they can be accounted for in a new PUD. Final reading will be a hearing

What impacts would the proposal have on historically excluded communities?

Residents of all neighborhoods, including those in lower-income neighborhoods, benefit from increased access to small-scale commercial businesses that provide goods and services. Increasing neighborhood access to small-scale commercial reduces the need to own and operate a car, empowers children to be independent, and can open up opportunities for residents to own and operate a business.

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?

Permit data will be monitored during the Comprehensive Plan update. Staff will evaluate new proposals and identify any concerning trends that should be addressed in making permanent changes.

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

Permit data will be monitored during the Comprehensive Plan update. Staff will evaluate new proposals and identify any concerning trends that should be addressed in making permanent changes.

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?

• Comp Plan policy LU 1.3 - Small-format retail and medical uses are complementary to low-intensity residential neighborhoods • Comp Plan policy LU 4.2 - Provide a compatible mix of housing and commercial uses • Comp Plan policy H 1.4 – Locate new residential development where services are available • Comp Plan policy H 2.4 – Link housing with other uses, including daily-needs services • Comp Plan policy N 7.1 – Increase public gathering places within neighborhoods • Comp Plan policy N 2.1 – Ensure neighborhoods offer cultural, social, and recreational opportunities • Sustainability Action Plan strategy TL 1.1 – Increase housing in proximity to employment opportunities and activity centers • Sustainability Action Plan strategy TL 1.6 – Allow

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	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

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, SPENCER		
Division Director	GARDNER, SPENCER		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
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smacdonald@spokanecity.org	eking@spokanecity.org

ORDINANCE NO. C36867

An ordinance to consolidate and further amend two active interim zoning ordinances, ordinance C36699 and ordinance C36748, concerning planned unit developments; extending the expiration of both; further modifying section 17G.070.030; and reiterating a work program.

WHEREAS, on June 23, 2025, City Council adopted ordinance C36699, an interim zoning ordinance regarding planned unit developments, with an expiration date of June 23, 2026; and

WHEREAS, on August 25, 2025, City Council adopted ordinance C36748, an interim zoning ordinance to clarify the calculation of density in planned unit developments, with an expiration date of August 25, 2026; and

WHEREAS, ordinance C36699 and ordinance C36748 both modify the same section of code and address the same subject; and

WHEREAS, consolidating amendments to SMC 17G.070.030 to align expiration dates will enhance the understanding of both ordinances, their effects, and timelines; 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, evaluation of the existing Planned Unit Development code has highlighted additional interim clarifications that would be immediately beneficial in providing more housing; 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 June 23, 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. Findings of Fact. The recitals set forth above are hereby adopted as the City Council’s findings of fact in support of the continuation of the interim official controls previously established by Ordinances C36699 and C36748.

Section 2. 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 3. Work Plan. That the Planning and Economic Development Department shall continue to study, conduct additional public engagement, and propose modifications to the Planned Unit Development code 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 4. Duration. That the duration of the interim official control enacted by ordinance C36699 and ordinance C36748 shall be extended an additional six months to December 23, 2026.

Section 5. That section 17G.070.030 of the Spokane Municipal Code, amended by ORD C36699 and ORD C36748, is further amended as follows:

Section 17G.070.030 Development Standards

A. Permitted Uses.

Any permitted or conditional use allowed in the base zoning districts of the subject property plus additional uses including the following:

1. In the RA, R1, and R2 zoning districts, an applicant with a planned unit development approval may develop the site to contain these additional uses:

    a. Accessory uses directly serving the planned unit development only and which are customary or associated with, but clearly incidental to, the residential uses permitted in the zone including:

        i. community building with indoor and/or outdoor recreation facilities;
        ii. recreational vehicle and personal storage area;
        iii. consolidated guest parking facilities.

    b. Retail sales and service uses and office uses are permitted subject to the following limitations:

        i. The PUD site is larger than 20 acres; and
        ii. Individual retail sales and service uses and office uses shall not exceed a floor area of ((~~five~~)) ten thousand (((~~5,000~~))) (10,000) square feet each; and

iii. The total site area developed with retail sales and service uses and office uses shall not exceed five percent (5%) of the total PUD site area; and

vi. A one hundred percent (100%) increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses; and

vii. Outdoor seating is permitted and is not counted towards the limitations on floor area in subsection (b)(ii); and

viii. Retail sales and service uses and office uses shall follow the Centers and Corridors design standards for Pedestrian Streets in SMC 17C.122.060; and

ix. Prohibited uses include but are not limited to:

A. Marijuana production, processing, and retailing as controlled by SMC 17C.347
B. Off-premises alcohol outlets as defined and controlled by SMC 17C.348
C. Drive-through Facilities
D. Adult Business
E. Commercial Parking as defined in SMC 17C.190.220 on a surface parking lot
F. Mini-Storage Facilities
G. Quick Vehicle Servicing

2. In the RMF and RHD zoning districts, an applicant with a planned unit development approval may develop any uses permitted in the R1, R2, RMF and RHD zones together with these additional uses:

a. Retail sales and service uses and office uses are permitted subject to the following limitations:

i. The PUD site is larger than ten acres,

ii. Individual retail sales and service uses and office uses shall not exceed a floor area of three thousand square feet each and the site area developed with retail sales and service uses and office uses shall not exceed five percent of the total PUD site area.

iii. Sites developed with retail sales and service uses and office uses shall have frontage on a street that is designated as a collector or higher classified arterial.

iv. The retail sales and service uses and office uses in the PUD shall not be permitted until sixty percent of the approved residential units are completed.

v. An one hundred percent increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses.

vi. Outdoor sales and display and outdoor storage areas are not permitted except outdoor seating is allowed for restaurants and cafes.

3. Commercial Zones.

PUDs are permitted in the commercial zones including center and corridor (CC) and the downtown (DT) zones.

4. Industrial Zones.

In the PI zones, an applicant with a planned unit development approval may develop the site to contain all of the uses permitted by right in the underlying zone and, in addition, up to fifty percent of the total gross floor area may be devoted to housing units provided these are built above the ground floor.

5. More Than One Base Zone.

When a site contains land that is in more than one zoning district, the allowed residential and conditional uses at the required minimum and maximum densities, if applicable, shall be proportionate to the land within the development site devoted to each zoning district.

B. Density.

1. Densities Required.

An applicant with a planned unit development approval shall develop the site subject to the minimum and maximum density provisions of the base zone, as contained in Title 17C SMC, except as provided in subsection (B)(2) of this section, plus a maximum of ten percent density bonus per the provisions below under SMC 17G.070.030(B)(5).

2. Density Exception.

For properties with a designated critical area or properties located in agricultural lands designation of the City's comprehensive plan, the minimum density requirement may be waived by the hearing examiner based on the following criteria:

a. The development of the site with the critical area would not allow sufficient minimum lot size under the base zone requirements because critical area setbacks and buffers would reduce minimum lot sizes below those required by the base zone.
b. The development of the site would require reducing buffers, setbacks or other dimensional modifications due to the location of designated critical areas; and
c. The protection of the agricultural lands or critical area would be more effective by clustering the homes and structures to the minimum area necessary.

3. Calculating Density.

The calculation of density for a planned unit development is as provided in the base zone.

4. Transfer of Development Rights.

An applicant for a planned unit development may shift allowed residential densities to another site to protect and preserve designated critical areas and agricultural lands while providing the overall maximum density permitted by the underlying zoning district.

5. Density Bonuses.

a. An applicant for a planned unit development may apply for a residential density bonus of ten percent above the maximum density allowed in the underlying base zone for developing affordable housing units that meet or exceed the HUD standards for affordable units.
b. The density bonus may be granted based on a one percent ratio of bonus density for the project for each one percent of affordable housing that is provided.
c. Affordable housing units are required to be dispersed throughout the project and shall not be congregated all in one building, when more than one building is proposed.

C. Dimensional Requirements of the Base Zone.

The dimensional requirements of the base zone standards apply to a PUD except as follows:

1. Lot Dimensional Standards.

    a. The minimum lot size, lot depth and lot width standards may be modified.
    b. The lot frontage requirements may be modified to allow the lots to be served by a private street or private access, rather than a public street as required under SMC 17C.111.200(F), provided that the director of engineering services has determined that private streets or private access can serve the subject lots in the planned unit development. A private street or private access that does not conform to chapter 17H.010 SMC, Street Development Standards, may be approved through a design variance request under SMC 17H.010.020.

2. Lot Coverage and FAR.

    The lot coverage by buildings and the floor area ratio (FAR) provisions may be modified.

3. Setbacks.

    a. Front and rear yard setbacks.

        i. Front and rear yard setbacks for structures located within eighty feet of the perimeter of the project shall be the same as required by the base zone.
        ii. Front and rear yard setbacks in the remainder of the project may be modified, except that a minimum front or rear yard setback of twenty feet is required for any garage or carport that opens facing a street or an alley.
        iii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify front yard setbacks, if sufficient queuing to enter the structure is provided on-site.

    b. Side Yard Setbacks.

i. Side yard setbacks may be modified, except that a side yard setback of twenty feet is required for any garage or carport that opens facing a street.
ii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify side yard setbacks, if sufficient queuing to enter the structure is provided on-site.

c. Angled Setbacks.

i. Angled setbacks may be modified without limitation.

4. Building Height.

Except as provided below, building height allowed in the base zone cannot be modified, waived or varied through the planned unit development process.

a. Changes to the height limits in the underlying zone require a rezone processed concurrently with the planned unit development.
b. In the RMF zone, the wall height for a mixed-use commercial building may be increased to thirty five feet. Such a building is exempt from the height transition requirements of SMC 17C.111.230(C)(5).

5. Off-street Parking.

The minimum number of off-street parking stalls may be modified based upon sufficient evidence that the occupancy of the project will not require the number of off-street parking stalls specified for that use under chapter 17C.230 SMC, Parking and Loading.

6. Signs.

The number, type and size of signs cannot be modified through a planned unit development.

7. Fencing.

Perimeter fencing for a planned unit development is permitted except the maximum height of fencing along a street frontage of the planned unit development may not exceed forty-two inches. When a fence is along a

street frontage, usable pedestrian access shall be provided spaced a minimum of one every three hundred feet.

8. Gates.

If the director of engineering services approves of private streets in the planned unit development, based on the criteria of SMC 17H.010.090, gates may be permitted in a planned unit development.

9. Lot Access.

The alley access requirements of SMC 17C.111.335(B) apply to lots in a PUD. If a lot abuts a public alley, then vehicle access shall be from the alley.

10. Building Footprint Per Primary Building.

An applicant may request an increase of up to 10% to the maximum allowable building footprint per primary building on an individual lot.

11. Other Standards.

The following standards may be modified without limitation:

a. Maximum total building coverage on individual lots;
b. Maximum lot impervious coverage on individual lots; and
c. Open space requirements on individual lots as provided in 17C.111.310.

D. Infrastructure.

All public or private streets, paving, curbs, sidewalks, utilities, stormwater, lights and similar facilities shall be developed according to City standards, unless specifically modified by the city engineer. Waivers, variances, or modifications to the private or public street standards, utilities, and other infrastructure through a planned unit development shall be approved by the city engineer. An approved design variance request form shall be submitted with the PUD application.

E. Common Open Space.

In exchange for the approval of more intense residential development, higher densities, smaller lots and relaxed development standards, the developer of a planned unit development is required to provide common open space for the

active and passive recreational activities of residents, employees, and visitors. Such space shall be aggregated wherever feasible and shall consist of a combination of landscaped and hard-scaped areas. Such common open space shall include some combination of the following: plazas, arbors, sitting areas, picnic areas, playing fields and trails to accommodate a variety of active and passive activities and promote visual interest.

The requirements for common open space under this section are separate from open space requirements on individual lots as provided in SMC 17C.111.310 and Table 17C.111.205-2. As identified above in (C)(11), an applicant may request a modification to the standards in SMC Title 17C so long as the provided common open space is equal to or greater than those required by adherence to the open space standards in SMC Title 17C. Additional conditions for open space amenities may apply, as provided above.

1. In planned unit developments, the following requirements shall apply:

    a. At least ten percent of the gross area of the site must be devoted to such open space. Such space must be fully accessible to the residents, employees, visitors and/or other users of the site. Reduction of this standard in PUDs is prohibited and a variance cannot be sought to reduce this requirement.
    b. Fenced yards associated with buildings immediately adjacent to designated open space, landscaping in parking lots, or fenced stormwater facilities shall not count toward the total open space requirement.
    c. Environmentally-constrained land within the planned unit development, including wetlands, geologically hazardous areas, fish and wildlife habitats and frequently flooded areas may be used to meet up to fifty percent of the total requirement specified in subsection (E)(1)(a) above, provided that these areas are either accessible to pedestrians to the extent practical or are visually accessible from adjacent and adjoining common open space.

2. The common open space designated to meet this requirement shall be permanently maintained by and conveyed to one of the following:

    a. A homeowners' or property owners' association as regulated by state law.
    b. A public agency that agrees to maintain the common open space and any buildings, structures or improvements placed within it.

F. Subdivision.

When a planned unit development is combined with a division of land including a short plat, long plat or binding site plan, the requirements of chapter 17G.080 SMC are required to be met, including SMC 17C.111.200(C), along with the following:

1. Through lots.

   Lots shall be configured in a way that development can be oriented toward streets to increase the safety and enjoyment of pedestrians and bicyclists. A new PUD/subdivisions shall not “turn its back” on a collector, minor or principal arterial street. Through lots are allowed only where both front lot lines are on local access streets. The minimum front lot line and minimum width standards apply to one frontage of the through lot.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	4/15/2026
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES
Contact Name/Phone	TIRRELL BLACK 509-625-6185
Contact E-Mail	TBLACK@SPOKANECITY.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 Plan Commission hearing on Preferred Alternative Growth Map. Current project information on website: PlanSpokane.org.

Summary (Background)

This packet contains the draft Preferred Alternative Map which was recommended by Plan Commission to City Council at Plan Commission's April 14, 2026, Public Hearing. Staff are still working on a full council agenda packet and will submit an agenda packet to Finance Committee on April 20, 2026, to be placed on council agenda with anticipated council action on May 18, 2026.

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	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

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			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
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SPECIAL MEETING NOTICE/AGENDA OF THE

SPOKANE PLAN COMMISSION

MEETING OF Tuesday, April 14, 2026

2:00 P.M. – CITY HALL CITY COUNCIL CHAMBERS

The Spokane Plan Commission will be holding a Special Meeting at 2:00 p.m. on Tuesday, April 14, 2026, in the City Hall City Council Chambers, 808 W. Spokane Falls Boulevard, Spokane, WA. The purpose of the meeting is to consider and discuss items on the attached agenda.

The special meeting will be open to the public. The meeting can be attended in-person or virtually via the Teams link on page 2 of the agenda.

SEE ATTACHED AGENDA

Tirrell Black
Tirrell Black (Apr 7, 2026 08:31:03 PDT)

Tirrell Black
Planning Services Assistant Director

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 Council Briefing Center in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) 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.

Plan Commission Special Meeting Notice April 14 2026

Final Audit Report 2026-04-07

Created:	2026-04-07
By:	Emily King (eking@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI0a0DnHu4M5ZU9IgEAN1kpdIfIA6cOc9

"Plan Commission Special Meeting Notice April 14 2026" History

Document created by Emily King (eking@spokanecity.org)
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Document e-signed by Tirrell Black (tblack@spokanecity.org)
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Agreement completed.
2026-04-07 - 3:31:03 PM GMT

Adobe Acrobat Sign

Spokane Plan Commission Agenda

Special Meeting
Tuesday, April 14, 2026
2:00 PM
Hybrid - Council Chambers / Microsoft Teams
808 W Spokane Falls Blvd, Spokane, WA 99201

Virtual Meeting Link - See Below for Information

TIMES GIVEN ARE AN ESTIMATE AND ARE SUBJECT TO CHANGE

Commission Briefing Session:		
2:00 – 2:10	1. Roll Call 2. Approval of current agenda	Planning Staff All
Hearing:		
2:10	1. *PlanSpokane 2046: Preferred Alternative Growth Map	Tirrell Black

Adjournment: The next PC meeting will be a special joint meeting with City Council on Thursday, April 16, 2026.

*Items denoted with an asterisk may include final action taken by the Commission. Written public comments will be accepted on these items up to one hour prior to the start of the meeting. Verbal testimony may also be accepted during the meeting.

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Plan Commission Meeting Information

Tuesday, April 14, 2026

Plan Commission will be held in a hybrid in-person / virtual format. Members of the public are welcome to attend in person at City Hall or online using the following information.

Microsoft Teams Need help?

Join Now

Meeting ID: 281 456 728 891 42
Passcode: eg7th3vU

Dial in by phone

+1 323-618-1887,,305904608# United States, Los Angeles

Find a local number

Phone conference ID: 305 904 608#

Join on a video conferencing device

Tenant key: cityofspokane@m.webex.com

Video ID: 114 914 637 0

More info

How to participate in virtual public testimony:

SIGN UP

Sign up to give testimony by clicking the link above. This will take you to an online form where you can select the hearing item on which you wish to give testimony.

The form will be **open from 8:00am on 4/7/2026, until 1:00 p.m. on 4/14/2026.** Hearings begin at 2:00 p.m. When it is your turn to testify, Plan Commission President will call your name, and you can begin your testimony. You will have 3 minutes to speak.

Please note that public comments will be taken during the meeting, but the public is encouraged to continue to submit their comments or questions in writing to: plancommission@spokanecity.org. Written public comments will be accepted on these items up to one hour prior to the start of the meeting.

The audio proceedings of the Plan Commission meetings will be recorded and are available online.



Preferred Alternative Growth Map Recommendation

STAFF REPORT PREPARED FOR SPOKANE PLAN COMMISSION HEARING, APRIL 14, 2026

PLANNING SERVICES, CITY OF SPOKANE

PLANSPOKANE

Resilient | Connected | Livable | 2046

AGENDA

Executive Summary

This staff report supports the City of Spokane's 2026 Periodic Update to its Comprehensive Plan (PlanSpokane 2046) and presents a draft Preferred Alternative Growth Map for consideration by the Plan Commission.

The periodic update is required under the Washington State Growth Management Act (GMA), RCW 36.70A.130, and must be completed by December 31, 2026. The update ensures that the City's Comprehensive Plan remains consistent with state law, incorporates new legislative requirements, and reflects the community's vision for growth over the next 20 years.

A central component of this update is the selection of a preferred growth strategy for the City of Spokane through 2046. Three alternatives were evaluated through a Draft Environmental Impact Statement (DEIS) released for public comment in December 2025. Based on this analysis, along with public engagement and Plan Commission input, staff have developed a Preferred Alternative Growth Map (Exhibit A) that blends key features of Alternatives 2 and 3.

The Preferred Alternative is designed to:

- Accommodate projected population growth of at least 23,357 residents by 2046;
- Provide sufficient housing capacity across all income levels, consistent with new state housing requirements and the requirements of RCW 36.70A.070;
- Support climate goals by encouraging more compact, transit-oriented development patterns;
- Maintain employment capacity and existing industrial land uses; and
- Utilize existing infrastructure and public investments efficiently.

The DEIS analysis indicates that the Preferred Alternative improves the outcomes listed above compared to existing conditions, including the reduction of greenhouse gas emissions, vehicle miles traveled, land use efficiency, and housing affordability at all income bands.

The draft Preferred Alternative Growth Map (Exhibit A), prepared for this Plan Commission Hearing, represents an intermediate step in the Comprehensive Plan adoption process. It will guide the development of a detailed Future Land Use Map and inform completion of the Final Environmental Impact Statement (EIS), both of which will be included in the final Comprehensive Plan update package.

More information about the draft Preferred Alternative can be found on the interactive PlanSpokane StoryMap.

Action Requested

The Spokane Plan Commission is asked to review this staff report, consider public input both during public engagement and the public comment period of the Draft Environmental Impact Statement, and recommend that the City Council adopt a resolution directing staff to proceed with the Preferred Alternative as the basis for completing the Comprehensive Plan update.

Final adoption of the Comprehensive Plan is anticipated in late 2026.

AGENDA

Background

The City of Spokane is undertaking a periodic update to its Comprehensive Plan, as required by the Washington State Growth Management Act (GMA). Periodic updates are mandated on a ten-year cycle to ensure that local comprehensive plans remain consistent with state law, reflect legislative changes, and respond to evolving community needs. The City of Spokane's last comprehensive plan update was completed in 2017.

Since that time, state law has introduced new planning requirements, particularly related to climate change and housing. Recent legislation requires jurisdictions to plan for reductions in greenhouse gas emissions and vehicle miles traveled, as well as to accommodate housing needs across a full range of income levels. In response, the City must incorporate new policies, strategies, and implementation measures into its Comprehensive Plan.

The Washington State Department of Commerce provides guidance for periodic updates through the "Checklist for Fully Planning Cities," which outlines required policy and regulatory changes. The City will use this checklist to demonstrate compliance with updated state requirements as part of the adoption process, anticipated in late 2026. Updates to development regulations will be addressed separately through the City's development code update, known as the "BUILDSpokane" initiative.

The 2026 periodic update will establish a policy framework to guide growth and development in Spokane over the next 20 years. This includes revising existing plan elements, integrating new state-mandated topics, and identifying a growth strategy to accommodate projected population and employment increases.

Project Overview: PlanSpokane 2046

PlanSpokane 2046 is the City's 2026 Periodic Update to its Comprehensive Plan and will establish a long-range policy framework to guide growth, development, and investment over the next 20 years. The update ensures compliance with state law while advancing the community's vision for a more resilient, connected, and livable Spokane.

The project has two primary objectives: (1) to update and improve the existing Comprehensive Plan document, and (2) to define a growth strategy that accommodates projected population and employment needs through 2046.

Project Goals

The PlanSpokane 2046 update is guided by the following goals:

- **Meet State Legislative Requirements:**
  Ensure compliance with the Growth Management Act (GMA) and recent legislative updates, including new requirements related to housing and climate planning.
- **Accommodate Growth:**
  Plan for projected population and employment growth by providing sufficient land capacity for housing, jobs, and services across the city.

AGENDA

- **Promote Housing Affordability and Choice:**
  Support a range of housing types and densities to meet the needs of residents at all income levels, consistent with updated state housing requirements.
- **Integrate Climate and Resiliency:**
  Incorporate strategies to reduce greenhouse gas emissions, lower vehicle miles traveled and improve the City's resilience to climate impacts.
- **Improve Plan Usability:**
  Streamline the Comprehensive Plan by simplifying language, reducing redundancy, and making the document more accessible and user-friendly.
- **Reflect Community Vision:**
  Incorporate input from public engagement efforts to ensure that the updated plan aligns with community priorities and identifies gaps in existing policies.
- **Protect Critical Areas by updating critical area regulations:**
  Updates to the City's existing Critical Area Ordinances are being worked on as part of the periodic update and are anticipated to be completed Q3/4 2026.

Growth Forecast and Allocation

Population

Through a regional effort, the City of Spokane has been allocated a projected population to plan for, with an addition of 23,357 people by 2046. Spokane County is planning for a total increase of 100,065 people by 2046 (inclusive of the city's allocation). This reflects the Office of Financial Management (OFM) Medium forecast. This forecast will be revisited for conformance during the 2031 *5-year Implementation Progress Report*, mandated by RCW 36.70A.130(9). The OFM forecast for Growth Management Act (GMA) population projections by counties will be revised in time for the next periodic update in 2036, with a planning horizon of 2036-2056.

The population allocation (or, share given to cities), urbanized county areas, and rural areas were adopted on June 18, 2024, by the Board of County Commissioners (BOCC), Spokane County Resolution 2024-0348.

Housing

In previous periodic updates, including the 2017 periodic update, cities in the region used the population allocation, or estimated population increase, to create their own housing units need forecast. In addition to the previous requirements under GMA for cities to plan for population and employment increases, this periodic update incorporates new methods of estimating housing needs by forecast population in each income band, as required by HB 1220 (2021) and codified in RCW 36.70A.070. The Spokane County Board of County Commissioners (BOCC) adopted a methodology to estimate housing needs by income band in Spokane County Resolution 2025-0033, using the WA Commerce Housing for All Planning Tool (HAPT). Following this methodology, the city has prepared a full report *Accommodating Affordable Housing*, June 2025, a required document in preparation for the periodic update (Exhibit E). This work, along with the Draft Environmental Impact Statement, identified gaps in the City's housing unit capacity by affordability, especially in the 0-80% AMI category.

WA Commerce has extensive guidance on planning for housing on their webpage. (https://www.commerce.wa.gov/growth-management/housing-planning/)

AGENDA

Inherent in this discussion is the recognition that, in the lower income bands, WA Commerce guidance indicates that affordable housing units are typically multifamily housing units (see below table on WA Commerce Housing Typologies and their assumed affordability level). While important to accommodate the recommended housing types for incomes below 80% AMI, this does not preclude the city from allowing other types of units in all land use categories such as cottage housing or townhomes to meet those housing needs while still providing a path to homeownership. However, current data indicates that the most affordable units in Spokane are found in multi-unit housing.

The following table is from WA Commerce Guidance for Updating Your Housing Element Book 2 (January 2026). Further discussion mentioned in the table is available in the guidebook.

Figure 1. WA Department of Commerce graphic illustrating housing types by income levels.

Exhibit 12. Example of relating zone categories to housing types and income levels served in moderate-cost communities

Zone category	Typical housing types allowed	Lowest potential income level served		Assumed affordability level for capacity analysis
		Market rate	With subsidies and/or incentives	
Low Density	Detached single family homes	Higher income (>120% AMI)	Not typically feasible at scale*	**Higher income (>120% AMI)**
Moderate Density	Townhomes, duplex, triplex, quadplex	Moderate income (>80-120% AMI)	Not typically feasible at scale*	**Moderate income (>80-120% AMI)**
Low-Rise Multifamily	Walk-up apartments, condominiums (2-3-floors)	Low income (>50-80% AMI)	Extremely low and very low income (0-50% AMI)	**Low income (0-80% AMI) and PSH**
Mid-Rise Multifamily	Apartments, condominiums	Low income (>50-80% AMI)	Extremely low and very low income (0-50% AMI)	**Low income (0-80% AMI) and PSH**
ADUs (all zones)	Accessory Dwelling Units on developed residential lots	Low income (>50-80% AMI)	N/A	**Low income (>50-80% AMI) – Group with Low-Rise and/or Mid-Rise Multifamily**

* See discussion in 3.2 below.

AGENDA

Figure 2. Table illustrating housing mix and targets of the PlanSpokane 2046 growth alternatives.

Draft EIS Alternatives, Housing Mix and Targets

	Alternative 1 Stay the Course	Alternative 2 Distributed and Balanced	Alternative 3 Center City & Regional Hubs
Housing Growth	• 21,739* new housing units from 2022-2046 (about 21% more housing units than present) **This is the 2020-2046 housing growth target minus the units already added from 2020 to 2022*		
Housing Mix	• 63% of the City's total housing as single unit housing	• 59% of the City's total housing as single unit housing	Same as Alternative 2
Housing Targets	• Meets total target • Does not meet 0-80% AMI affordability	• Meets total housing target and all affordability levels • Provides more capacity in low-rise and mid-rise	Same as Alternative 2

The Draft Environmental Impact Statement (DEIS) analysis of Alternative 1, Existing Conditions, showed a deficit of zoned capacity to support housing at the lower income bands. Alternative 2 and Alternative 3, as studied both provide enough increase in zoned capacity to support additional multifamily housing. The draft Preferred Alternative Map (Exhibit A) supports enough increase in zoned capacity to support the City of Spokane's housing allocation.

Climate Integration

A new element, Climate Planning and Resilience, was required to be added for the 2026 periodic update. The City of Spokane has chosen to integrate the climate element into existing chapters, rather than create a new element/chapter. For brevity in this document, the climate planning work is documented in the Climate Resilience and Sustainability Board Resolution 2026-001, *Resolution recommending support of the Climate Policy Integration Document in the 2026 Periodic Update* (February 2026)(Exhibit F). Additional and extensive Climate Planning work is available at PlanSpokane.org.

For consideration of the preferred alternative, it is recognized that climate planning element integration has highlighted the benefits of compact urban development located near transit investments, particularly when considering the new comprehensive plan goals of reducing greenhouse gas (GHG) emissions and vehicle miles traveled (VMT).

DEIS analysis of Alternatives 2 and 3 found that both have improvement in GHG and VMT goals over Alternative 1, Existing Conditions. Alternative 2 has a "transit-oriented development" approach, with both Alternative 2 and 3 leveraging compact development patterns to make use of existing utility capacity which can result in reduction in water use, as less water is used for landscaping. The Preferred Alternative map is a blend of Alternatives 2 and 3.

AGENDA

Scope of Work

The periodic update consists of two primary components:

- **Comprehensive Plan Chapter Updates (also known as Chapter Review):**
  Existing plan elements are being reviewed and updated to reflect current regulations, policy direction, and best practices. This includes simplifying language, removing redundancies, and integrating new state-required topics – such as climate planning – into relevant chapters.
- **Growth Strategy and Land Use Planning:**
  The City is evaluating alternative growth patterns to determine how future development should be distributed. This includes selecting a Preferred Alternative Growth Map, which will guide preparation of a detailed Future Land Use Map and inform the final Comprehensive Plan.

These components have undergone environmental review through the Environmental Impact Statement (EIS) process and ongoing public engagement. Together, they will result in a Comprehensive Plan that provides clear, actionable guidance for managing growth and development in Spokane through 2046.

Comprehensive Plan Chapter Updates

The first component of the process involves reviewing and revising the existing elements (chapters and technical appendices) of the Comprehensive Plan. This work includes updating policies to reflect changes in state law, incorporating new requirements related to housing and climate, and improving the overall clarity and usability of the document.

Draft chapters are being developed and made available for public and Plan Commission review throughout the process.

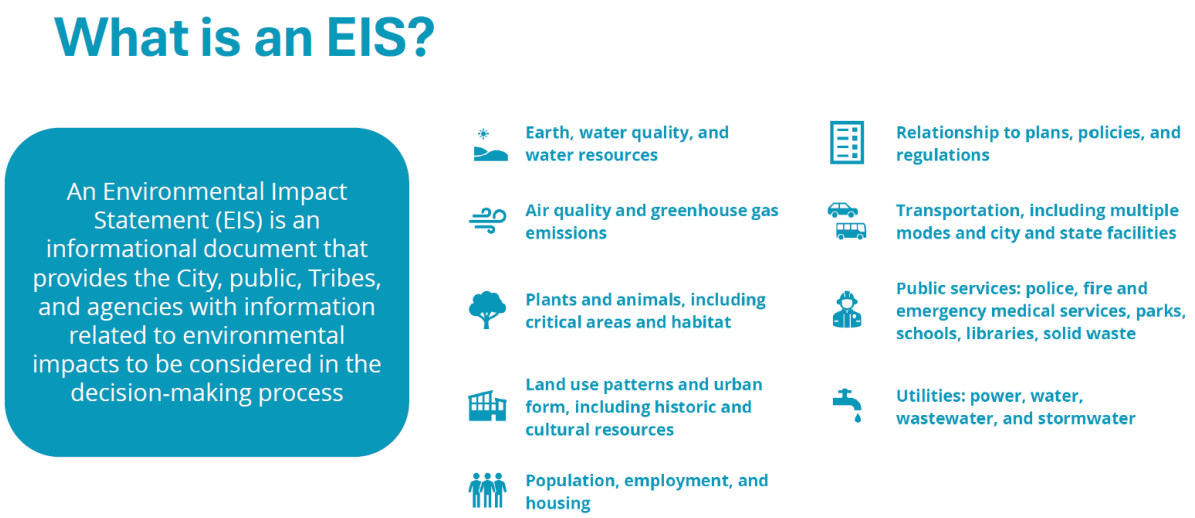
Growth Strategy and Land Use Planning

The second component focuses on updating the City's long-term growth strategy to respond to changing needs. The City developed and evaluated three growth alternatives in the Draft Environmental Impact Statement (DEIS), representing different approaches to accommodating future population and employment growth. These alternatives were informed by technical analysis and refined through feedback from the public and the Spokane Plan Commission.

Based on this evaluation, a Preferred Alternative Growth Map has been developed. This map provides a policy-level framework for where and how growth should occur and serves as a foundation for the development of a Future Land Use Map in the Comprehensive Plan.

Environmental Review (EIS Process)

An EIS provides analysis of potential impacts related to land use, housing, transportation, and environmental factors, and helps inform selection of the Preferred Alternative.



The PlanSpokane 2046 growth alternatives and Preferred Alternative will be evaluated through a programmatic EIS process in accordance with the State Environmental Policy Act (SEPA). This includes:

- A SEPA Determination of Significance (DS) was issued on February 5, 2025.
- The comment period for the DS (Scoping period) ran from February 5, 2025, to April 7, 2025.
- A DEIS was prepared following the DS, and in conformance with the Board of County Commissioners Resolution 2024-0348 and adopted Board of County Commissioners housing allocation methodology, Resolution 2025-0033.
- The DEIS was issued on December 18, 2025.
- The comment period for the DEIS was December 18, 2025, to February 18, 2026. Upon request, an additional 15 days were provided, extending the comment period to March 5, 2026.
- Comments received from agencies and individuals during the DEIS comment period are being compiled and will be responded to in the Final EIS.
- Final EIS is anticipated in Q3 2026.

The DEIS and associated documents, including an interactive StoryMap, may be viewed at PlanSpokane.org.

Public Engagement

Public engagement is integrated throughout the periodic update planning process. Opportunities for input include public workshops, comment periods associated with the EIS, and ongoing outreach to community members and stakeholders. Feedback received through these efforts has informed both the evaluation of alternatives and development of the Preferred Alternative.

- Plan Commission Periodic Update Introduction – September 25, 2024
- Plan Commission Workshop – December 11, 2024

AGENDA

- Plan Commission Workshop – January 8, 2025
- Spokane Neighborhoods Community Assembly – February 6, 2025
- Scoping Period Agency and Tribal Governments Meeting – February 19, 2025
- Plan Commission Workshop – February 26, 2025
- Land Use Subcommittee, Community Assembly – February 27, 2025
- District 1 Visioning Workshop – March 5, 2025
- Community-Wide Visioning Workshop – March 12, 2025
- Plan Commission Workshop – March 12, 2025
- District 2 Visioning Workshop – March 25, 2025
- District 3 Visioning Workshop – March 27, 2025
- Community Visioning Survey – March 31 to April 18, 2025
- Plan Commission Workshop – April 9, 2025
- Plan Commission Workshop – April 23, 2025
- Plan Commission Workshop – May 14, 2025
- Plan Commission Workshop – May 28, 2025
- Plan Commission Workshop – June 11, 2025
- Plan Commission Workshop – June 25, 2025
- Plan Commission Workshop – July 9, 2025
- Plan Commission Workshop – July 23, 2025
- Plan Commission Workshop – August 13, 2025
- Plan Commission Workshop – September 10, 2025
- Plan Commission Workshop – September 24, 2025
- Plan Commission Workshop – October 22, 2025
- Land Use Subcommittee, Community Assembly – October 23, 2025
- District 2 Future Growth and Guiding Policies Workshop – November 5, 2025
- Spokane Neighborhoods Community Assembly – November 6, 2025
- Plan Commission Workshop – November 12, 2025
- District 1 Future Growth and Guiding Policies Workshop – November 12, 2025
- District 3 Future Growth and Guiding Policies Workshop – November 18, 2025
- Citywide Future Growth and Guiding Policies Workshop – November 19, 2025
- Plan Commission Workshop – December 10, 2025
- DEIS Agency and Tribal Governments Meeting – January 6, 2026
- PlanSpokane Virtual Lunch and Learn – January 13, 2026
- Plan Commission Workshop – January 14, 2026
- PlanSpokane Listening Hours, City Hall – January 20, 2026
- Plan Commission Workshop – January 28, 2026
- PlanSpokane Listening Hours, Hillyard Library – February 3, 2026
- PlanSpokane Listening Hours, Liberty Park Library – February 5, 2026
- PlanSpokane Listening Hours, Shadle Park Library – February 10, 2026
- Plan Commission Workshop – February 11, 2026
- PlanSpokane Listening Hours, South Hill Library – February 12, 2026
- Plan Commission Workshop – February 25, 2026
- Spokane Neighborhoods Community Assembly – April 2, 2026

In addition to the listed Plan Commission workshops and public engagement opportunities, numerous public workshops discussing the PlanSpokane 2046 Periodic Update occurred with the Climate Resilience

and Sustainability Board, Transportation Commission, and City Council. Numerous tabling pop-ups as community events have occurred to spread community awareness about PlanSpokane 2046 and presentations to various community groups and organizations have also occurred, upon request. Overall, PlanSpokane 2046 has had over 4,400 direct individual touchpoints during engagement as of the end of March 2026, including workshop attendees, survey participants, and pop-up event discussions.

In addition to direct engagement and presentations, the project has incorporated robust outreach to provide community members information about the project and how to be involved.

Outreach efforts have included the monthly PlanSpokane newsletter with approximately 1,800 subscribers, the City webpage, Engage Spokane virtual platform, other City newsletters, social media, and direct emails.

Draft Preferred Alternative Growth Map

The Preferred Alternative Growth Map (Exhibit A) represents the City's recommended approach for accommodating future growth as part of the 2026 Periodic Update to the Comprehensive Plan (PlanSpokane 2046). This alternative is informed by technical analysis in the Draft Environmental Impact Statement (DEIS), public engagement, and guidance from the Spokane Plan Commission.

The Preferred Alternative is a hybrid of Alternatives 2 and 3, combining a transit-oriented development pattern with targeted expansion of housing and mixed-use areas. This approach is intended to balance growth, affordability, environmental performance, and infrastructure efficiency.

Key Characteristics

- **Transit-Oriented Development (TOD):**
  The draft Preferred Alternative emphasizes increased residential and mixed-use development near existing and planned transit corridors. This pattern supports reductions in vehicle miles traveled (VMT) and greenhouse gas (GHG) emissions while improving access to jobs and services.
- **Housing Capacity and Affordability:**
  The growth map provides sufficient zoned capacity to accommodate projected population growth and meet state requirements for housing across all income levels. Increased capacity is focused in areas where multifamily and mixed-income housing types have access to transit and services.
- **Targeted Growth:**
  Existing centers and corridors will be updated but will continue to provide a focus for mixed use (commercial and residential) growth, with additional zoning capacity introduced in select locations. This reinforces established development patterns while allowing for strategic intensification. The draft Preferred Alternative does, however, recognize the benefit of limited mixed-use development neighborhood-scale commercial outside of these designated areas to provide greater access to services and daily needs for all community members.
- **Downtown and Core Areas:**
  The draft Preferred Alternative maintains current development allowances in downtown

AGENDA

Spokane, including areas with no height limits. This supports continued high-intensity development and reinforces downtown as a regional employment and activity center.

- **Limited Change in Some Areas:**
  Areas such as Latah Valley, Grandview, and Thorpe generally retain existing land use designations, with only minor adjustments (e.g., along Inland Empire Way in the Vinegar Flats area). This approach recognizes existing development patterns and planned growth already underway. Additional areas not identified for growth priority or intensity increases in the Preferred Alternative Growth Map are intended to maintain their current level of intensity and allowances.
- **Integration of Ongoing and Recent Planning Efforts:**
  The Preferred Alternative incorporates recommendations from recent and ongoing subarea planning efforts, including:
  - Division Street TOD planning
  - East Central (ReFive/5th Avenue) planning
  - Centers and Corridors Update Study
  - South Logan TOD Plan
  - Hillyard Sub Area Plan
- **Efficient Use of Infrastructure:**
  By focusing growth in already-served areas, the Preferred Alternative leverages existing utility systems and public investments, reducing the need for costly infrastructure expansion.

Rationale for Selection

The draft Preferred Alternative meets the City's objectives for growth management, housing, and climate integration. Compared to existing conditions, it demonstrates improved performance in areas evaluated in the DEIS, including housing capacity, environmental outcomes, and land use efficiency.

This alternative also reflects community desire while aligning with state requirements for planning for housing at all income levels and integrating climate considerations into land use planning. However, Plan Commission may still propose amendments to this map at their hearing and City Council may also adjust at their adoption of the Preferred Alternative by Resolution expected in May 2026. In general, any amendments should avoid expanding beyond the growth that was analyzed in the DEIS to avoid additional costs and time.

Next Steps

Adoption of the Preferred Alternative Growth Map will guide the preparation of a detailed Future Land Use Map, including Land Use Designations in all parts of the City. It will also inform completion of the Final Environmental Impact Statement (EIS) and the remaining elements of the Comprehensive Plan update.

Ultimately, the FLUM will determine high level requirements for which zones are appropriate in certain locations in the City. However, neither the Preferred Alternative nor the Comprehensive Plan Update directly change zoning. Rather, they establish the policy framework that will be implemented through subsequent updates to the City's development code, including the BUILDSpokane initiative.

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Staff Recommendation

Staff recommend that the Plan Commission find the Preferred Alternative Growth Map consistent with the goals and requirements of the 2026 Periodic Update to the City of Spokane Comprehensive Plan (PlanSpokane 2046) and forward a recommendation of approval to the City Council.

Based on review of the Draft Environmental Impact Statement (DEIS), applicable state requirements, and public input received to date, staff find that the Preferred Alternative:

- **Provides Adequate Housing Capacity:**
  Accommodates projected population growth and meets state requirements to plan for housing across all income levels, including increased capacity for multifamily housing.
- **Supports Employment and Economic Development:**
  Maintains existing industrial land designations and preserves sufficient land capacity for employment uses.
- **Enhances Mixed-Use and Commercial Opportunities:**
  Expands and strengthens centers and corridors with additional opportunities for mixed-use and neighborhood-serving commercial development throughout the city.
- **Advances Climate and Sustainability Goals:**
  Promotes compact, transit-oriented development patterns that contribute to reductions in greenhouse gas emissions (GHG) and vehicle miles traveled (VMT).
- **Utilizes Existing Infrastructure Efficiently:**
  Focuses growth in areas with existing or planned infrastructure, supporting cost-effective service delivery and minimizing the need for expansion.
- **Aligns with the Comprehensive Plan Update Process:**
  Reflects analysis conducted through the DEIS, incorporates community input, and is consistent with guidance from the Washington State Department of Commerce.

Plan Commission Action

The Plan Commission is asked to make a recommendation to City Council for adoption of the draft Preferred Alternative Growth Map. This item will then move to the City Council legislative process. Staff requests that the City Council adopt a resolution directing staff to proceed with the Preferred Alternative Growth Map as the basis for completing the Comprehensive Plan update, including development of the Future Land Use Map and Final Environmental Impact Statement.

This action represents a key milestone in the update process and will guide preparation of the final Comprehensive Plan, anticipated for adoption in late 2026.

Exhibits

A. Preferred Alternative Draft Map dated 4/14/2026 for PC Hearing
B. DEIS Summary, with Alternatives Illustrated
C. DEIS Comments Summary
D. Public Participation Summaries
E. Accommodating Affordable Housing, June 2025
F. Climate Integration Report (CRSB Resolution 2026-001)

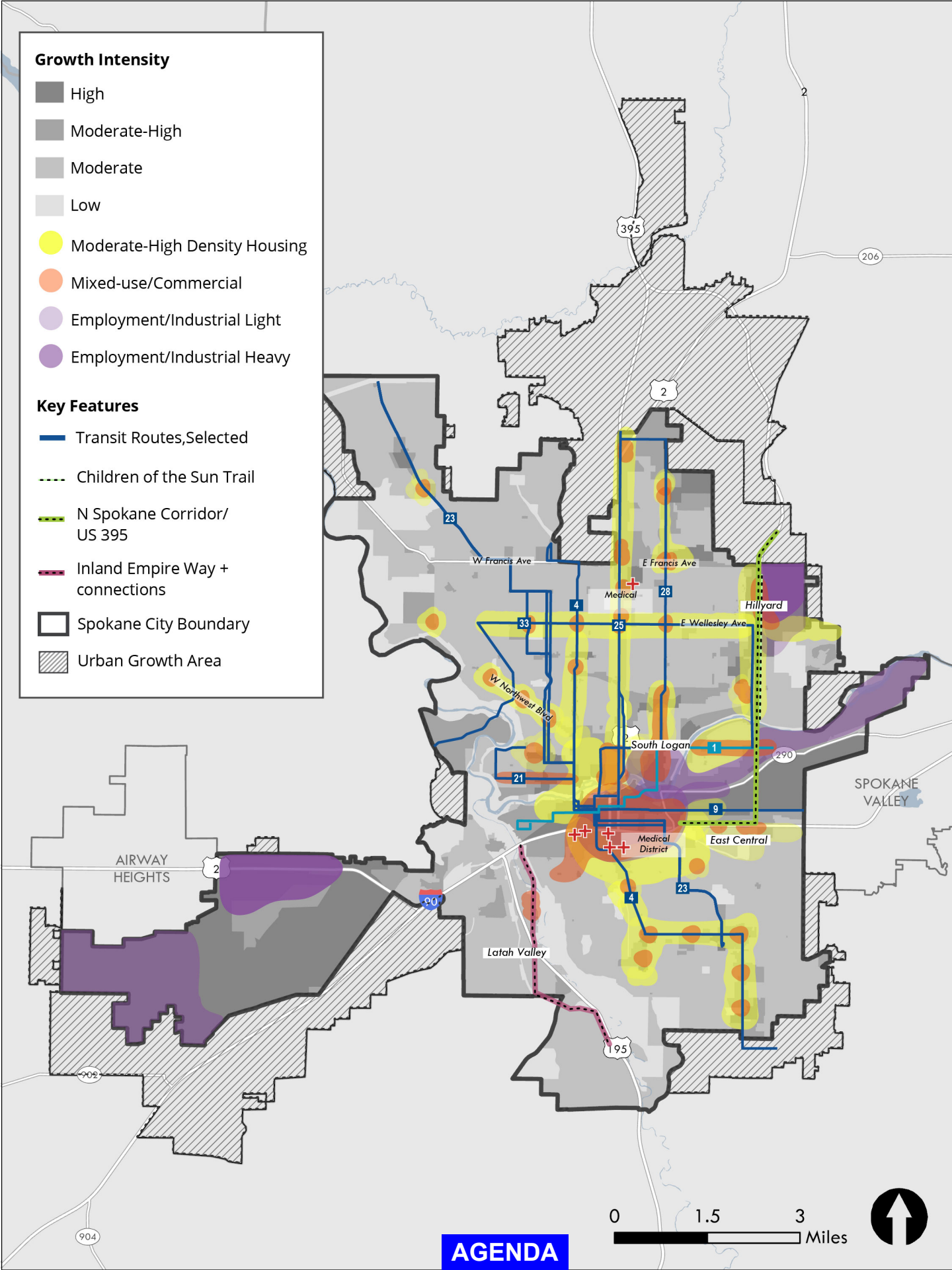
AGENDA

Exhibit A

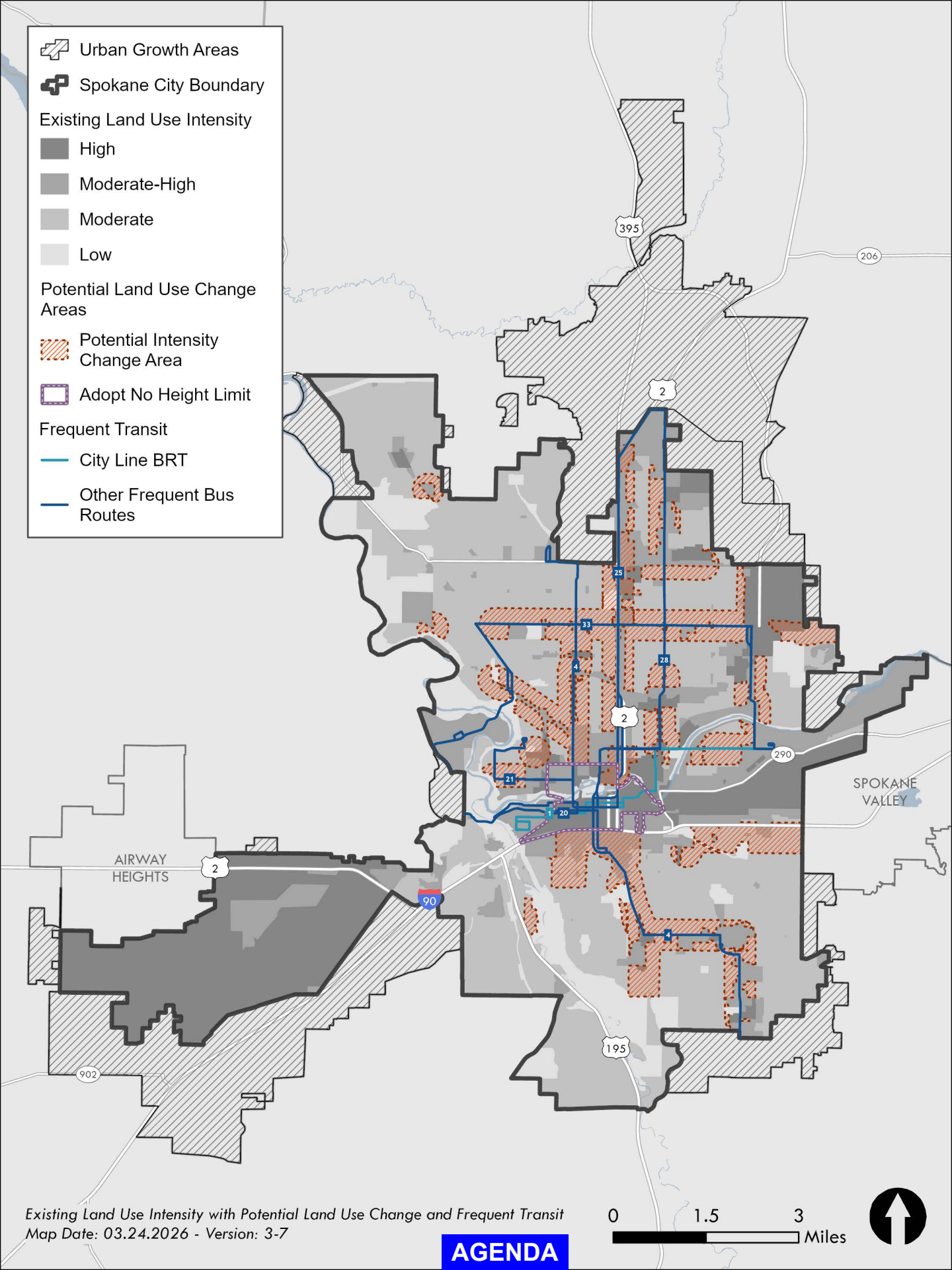
Preferred Alternative Draft Map

- Preferred Alternative Map
- Potential Land Use Change Areas Map
- Northwest Spokane Preferred Alternative Map
- Northeast Spokane Preferred Alternative Map
- South Spokane Preferred Alternative Map

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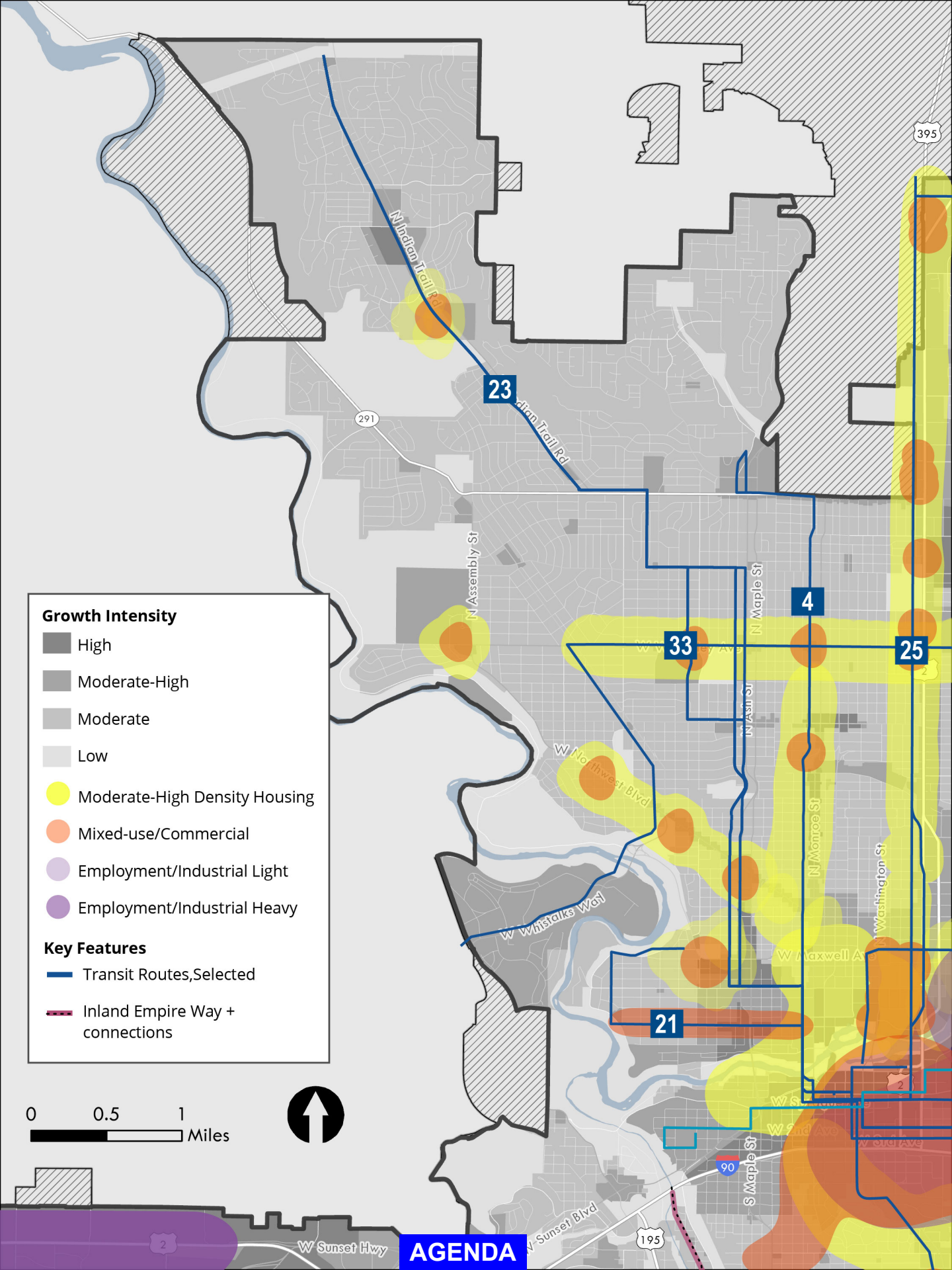

Growth Intensity
High
Moderate-High
Moderate
Low
Moderate-High Density Housing
Mixed-use/Commercial
Employment/Industrial Light
Employment/Industrial Heavy
Key Features
Transit Routes,Selected
Children of the Sun Trail
N Spokane Corridor/ US 395
Inland Empire Way + connections
Spokane City Boundary
Urban Growth Area
W Francis Ave
E Francis Ave
Medical
Hillyard
E Wellesley Ave
W Northwest Blvd
South Logan
SPOKANE VALLEY
Medical District
East Central
AIRWAY HEIGHTS
Latah Valley
0
1.5
3
Miles

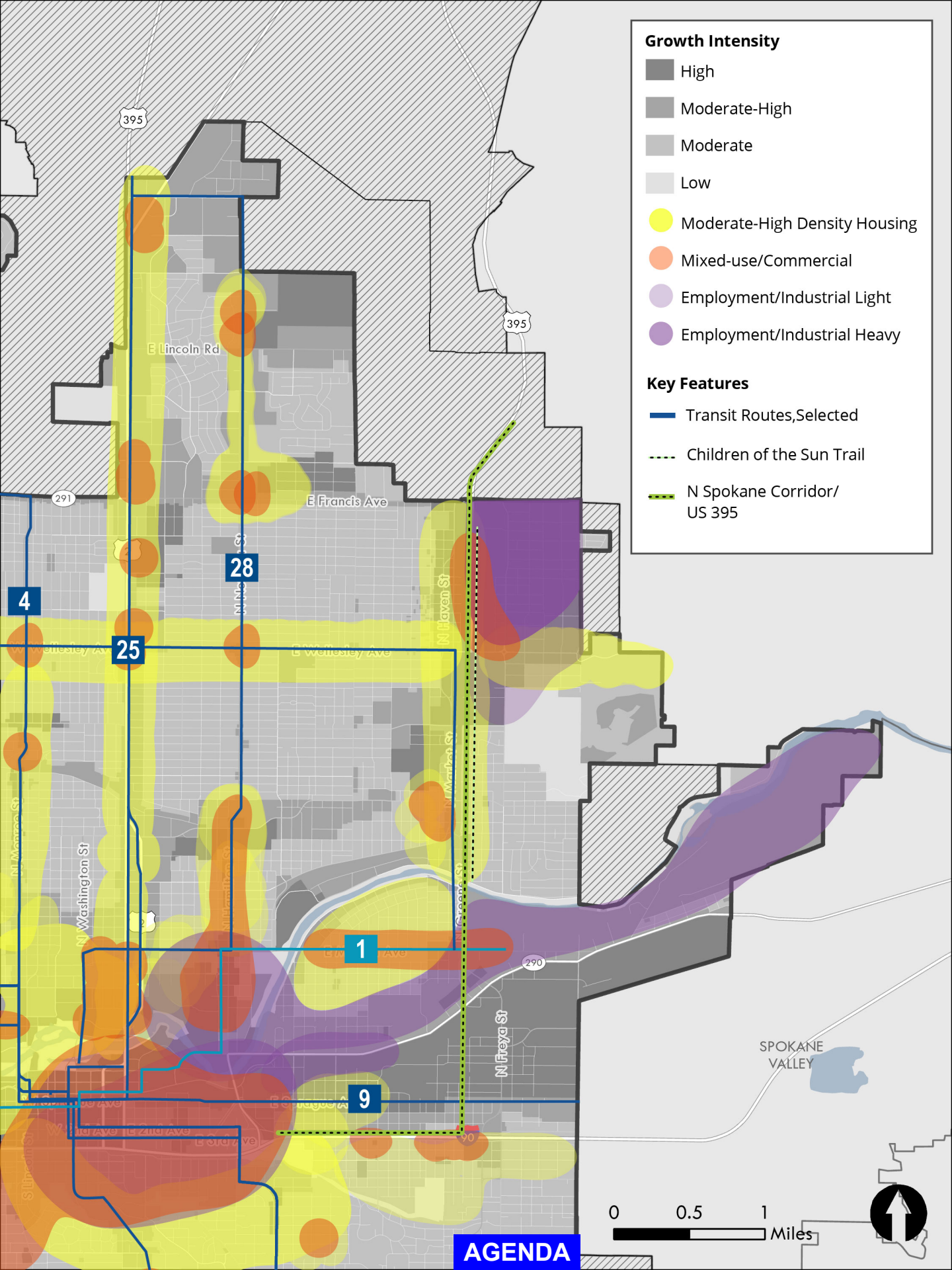
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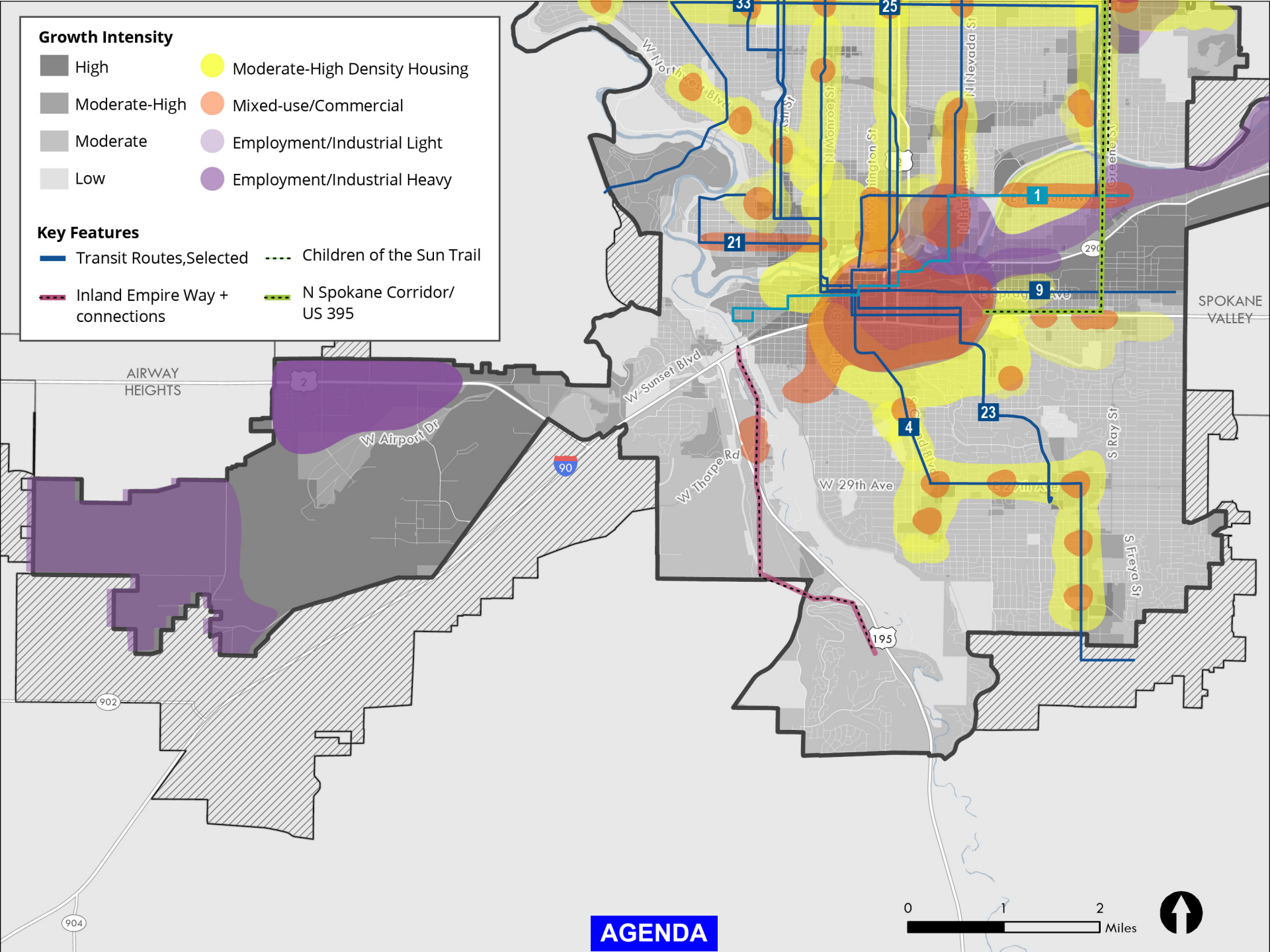


Existing Land Use Intensity with Potential Land Use Change and Frequent Transit
Map Date: 03.24.2026 - Version: 3-7

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Growth Intensity
High
Moderate-High
Moderate
Low
Moderate-High Density Housing
Mixed-use/Commercial
Employment/Industrial Light
Employment/Industrial Heavy
Key Features
Transit Routes,Selected
Inland Empire Way + connections
0
0.5
1
Miles
N Indian Trail Rd
23
291
N Assembly St
N Maple St
4
33
25
N Ash St
W Northwest Blvd
W Whistalks Way
N Monroe St
N Washington St
W Maxwell Ave
21
W 2nd Ave
W 3rd Ave
S Maple St
90
W Sunset Hwy
W Sunset Blvd
195
395
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Growth Intensity
High
Moderate-High
Moderate
Low
Moderate-High Density Housing
Mixed-use/Commercial
Employment/Industrial Light
Employment/Industrial Heavy
Key Features
Transit Routes,Selected
Children of the Sun Trail
N Spokane Corridor/
US 395
395
E Lincoln Rd
291
E Francis Ave
28
4
25
E Wellesley Ave
N Haven St
N Market St
N Washington St
1
290
N Freya St
SPOKANE
VALLEY
9
E 2nd Ave
E 3rd Ave
0
0.5
1
Miles
AGENDA


Growth Intensity
High
Moderate-High
Moderate
Low
Moderate-High Density Housing
Mixed-use/Commercial
Employment/Industrial Light
Employment/Industrial Heavy
Key Features
Transit Routes,Selected
Inland Empire Way + connections
Children of the Sun Trail
N Spokane Corridor/ US 395
AIRWAY HEIGHTS
SPOKANE VALLEY
W Airport Dr
W Sunset Blvd
W Thorpe Rd
W 29th Ave
N Nevada St
S Ray St
S Freya St
33
25
1
21
9
4
23
2
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195
902
904
0
1
2
Miles
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PLANSPOKANE

Resilient | Connected | Livable | 2046

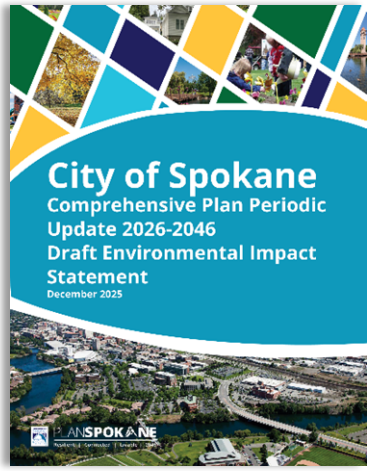
Draft EIS Summary



Background

The City of Spokane is working on a periodic update to the City's Comprehensive Plan as required by the State's Growth Management Act (GMA). The last periodic update was completed in 2017. Since then, the State has added new requirements, especially around climate and housing. Due in June 2026, the periodic update will identify policies and future regulations to guide the next 20 years of our city.

As part of the PlanSpokane 2046 process, the City is developing an Environmental Impact Statement (EIS), an informational document that provides the City, public, Tribes, and agencies with environmental information to be considered in the decision-making process.



What We're Planning For

The City of Spokane is expected to gain at least 23,357 new residents between 2023 and 2046, bringing the City's total population to just over 256,000.

Based on state requirements, the City is expected to need 22,359 additional housing units between 2020 and 2046. In addition to the total number housing units, the City is also required to plan for housing by affordability bracket.

23,357

Projected new residents by 2046

22,359

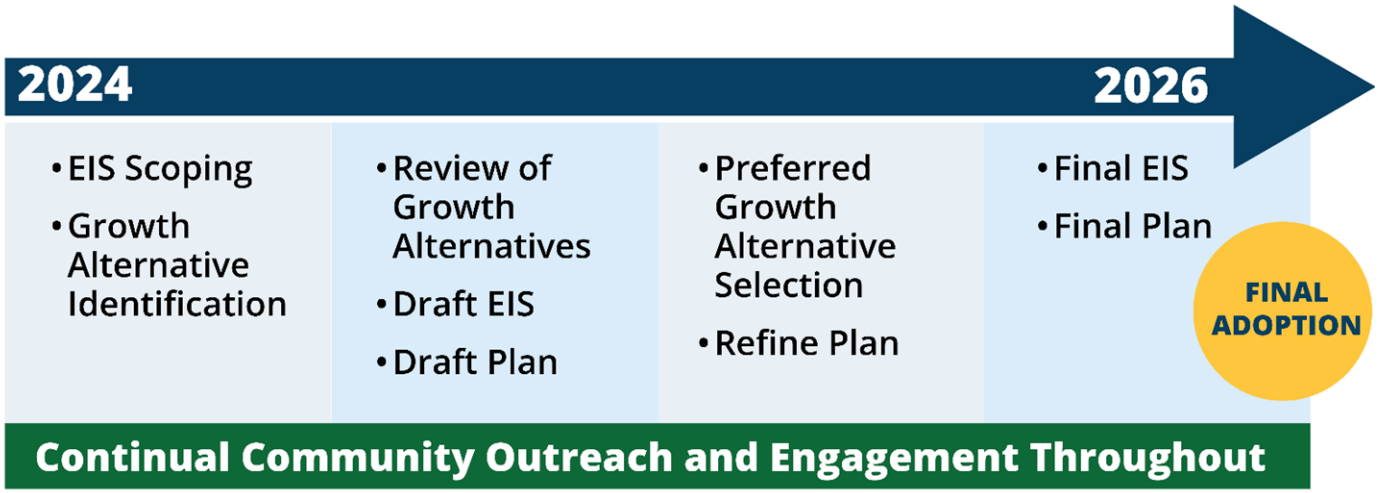
Additional housing units needed between 2020 and 2046

For more information, Visit PlanSpokane.org

AGENDA

Environmental Impact Statement (EIS) Purpose and Process

An EIS is required under the State Environmental Policy Act (SEPA) for larger projects such as a significant update to the Comprehensive Plan. **An EIS describes the potential environmental impacts, reasonable alternatives, and ways to avoid or minimize negative impacts of policies.**



The Draft EIS presents three alternatives to test different growth patterns and policies. The City will then create a "preferred alternative" based on public input and the Draft EIS evaluation. The preferred alternative may include any features of the studied alternatives. The preferred alternative will be evaluated in the Final EIS and will inform the Comprehensive Plan Periodic Update.

The EIS studies the following topics:

- **Earth, water quality, and water resources**
- **Air quality and greenhouse gas emissions**
- **Plants and animals, including critical areas and habitat**
- **Land use patterns and urban form, including historic and cultural resources**
- **Population, employment, and housing**
- **Relationship to plans, policies, and regulations**
- **Transportation, including multiple modes and city and state facilities**
- **Public services: police, fire and emergency medical services, parks, schools, libraries, solid waste**
- **Utilities: power, water, wastewater, and stormwater**

Objectives

This EIS compares alternatives for their ability to meet these objectives:

- **Meet Periodic Update Requirements,** including providing capacity for more housing types and affordability levels, increasing resiliency to climate impacts, evaluating tree canopy coverage, increasing opportunities for active transportation, reducing vehicle miles traveled and greenhouse gas emissions, addressing needs of overburdened communities, increasing green infrastructure, planning for jobs and economic development, and more.
- **Accommodate Growth** through 2046 based on State projections and County allocations.
- **Clarify the Plan** to remove policies that are inconsistent, outdated, duplicative, or unclear.
- **Simplify the Plan and Codes** including future land use map categories and zoning districts and reflect any new designations.
- **Protect Critical Areas** by updating critical area regulations to reflect best available science.
- **Fast-Track Desired Growth** in priority locations through permit streamlining.

The City's proposed draft vision statement for the periodic update is also considered an objective:

> *Spokane aims to foster a vibrant, resilient, and inclusive city by supporting economic growth, environmental stewardship, and the diverse needs of the whole community. The City is dedicated to ensuring access to attainable housing, safe streets, and thriving neighborhoods while inspiring innovation, cultural vitality, and connection for all Spokane residents.*

Proposed Alternatives

Alternative 1 "Stay the Course" would maintain the current comprehensive plan and code. It was developed in prior years with different growth targets and different state expectations.

Alternatives 2 and 3 are designed to meet current state requirements (including new housing, climate, and other requirements), create the opportunity for housing at all income levels, accommodate jobs, and update policies and codes to streamline them and facilitate growth.

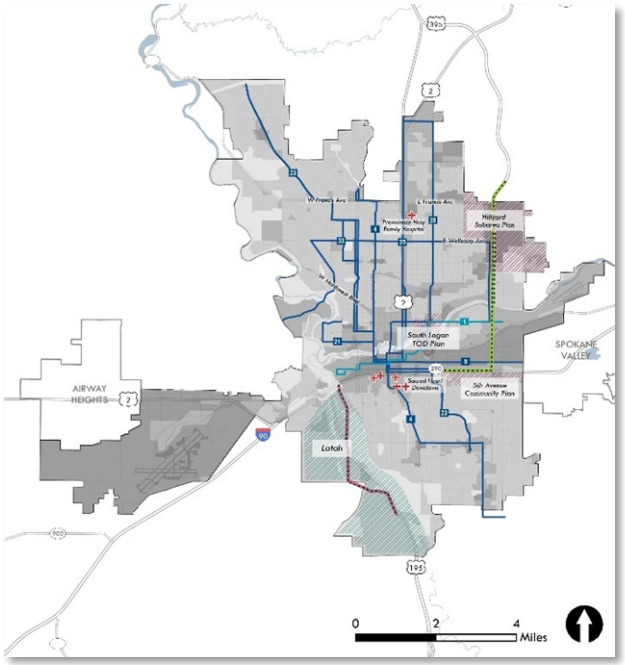
Alternatives Summary

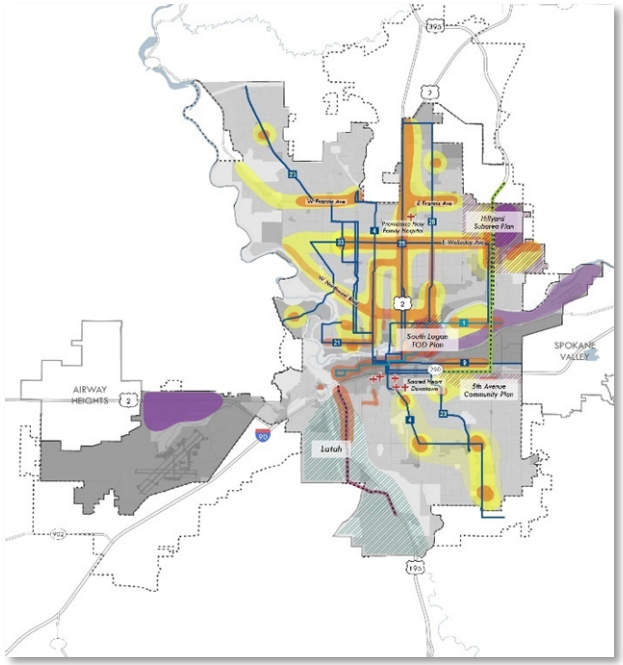
		Alternative 1 **Stay the Course**	Alternative 2 **Distributed & Balanced**	Alternative 3 **Center City & Regional Hubs**
Same for all alternatives	*Housing / population growth*	▶ **21,739 new housing units** from 2022-2046 (about 21% more housing units than present)* ▶ **25,157 new residents** from 2022-2046*		
Varies by alternative	*Plan and code update*	▶ Maintains current comprehensive plan and code	▶ Updates the comprehensive plan and code	▶ Updates the comprehensive plan and code
	Focus areas for growth	▶ Focuses growth in Downtown and Centers and Corridors	▶ Focuses growth in mixed-use, transit-oriented development ▶ Allows more neighborhood-serving commercial uses ▶ Simplifies Land Use Plan	▶ Focuses growth in downtown, regional hubs, and areas with greatest investment in transit and transportation ▶ Allows more neighborhood-serving commercial uses ▶ Simplifies land use plan
	Housing mix	▶ 63% of the City's total housing as single unit housing	▶ 59% of the City's total housing as single unit housing	▶ 59% of the City's total housing as single unit housing
	Housing affordability	▶ Would provide enough housing capacity at incomes above 80% of the median* ▶ Would **not** provide enough housing capacity at incomes less than 80% of the median**	▶ Would provide enough housing capacity affordable at all income levels	▶ Would provide enough housing capacity affordable at all income levels
	Job projections	▶ **34,850 new jobs*** **	▶ **24,939 new jobs*** **	▶ **38,848 new jobs*** **

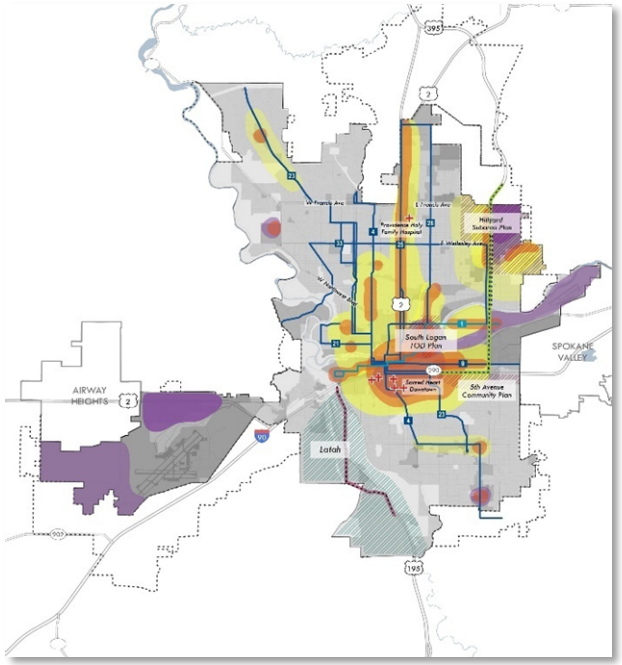
*This is the 2020-2046 housing growth target minus the units already added from 2020 to 2022. Population is adjusted to 2022-46 instead of 2023-46 using state data for a consistent 2022 base year.
**Area median income is $70,600 for a one-person household, $80,700 for a two-person household, $90,800 for a three-person household, or $100,800 for a four-person household as of 2025.
***Each alternative studies a job projection from a different data source. The different numbers are not based on an alternative's likelihood to produce more or fewer jobs.

Alternative Concepts

Alternative 1: Stay the Course	Alternative 2: Distributed and Balanced	Alternative 3: Center City and Regional Hubs







Key Features

- Subarea Planning
- Additional Infrastructure Study
- Transit Routes, Selected
- North Spokane Corridor/ US 395
- Children of the Sun Trail
- Inland Empire Way + connections
- Hospitals

Growth Intensity

- Low
- Moderate
- Moderate-High
- High
- High Density Housing
- Moderate Density Housing
- Mixed-use/Commercial
- Employment/Industrial Light
- Employment/Industrial Heavy

Source: City of Spokane, BERK, 2025.

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Alternatives 2 and 3 would better meet the objectives for the plan update than Alternative 1.

Ability to Meet Objectives

Objectives	Alternative 1: Stay the Course	Alternative 2: Distributed and Balanced	Alternative 3: Center City and Regional Hubs
Meet Periodic Update Requirements	Less	Most	Most
Accommodate Growth: Housing at All Affordability Levels	More	Most	Most
Accommodate Growth: Jobs	More	More	Most
Clarify the Plan	Less	Most	Most
Simplify the Plan and Codes	Less	Most	Most
Protect Critical Areas	More	Most	Most
Fast-Track Desired Growth	Less	Most	Most
Alignment with Vision Statement	Less	Most	Most

Source: City of Spokane, BERK, 2025.

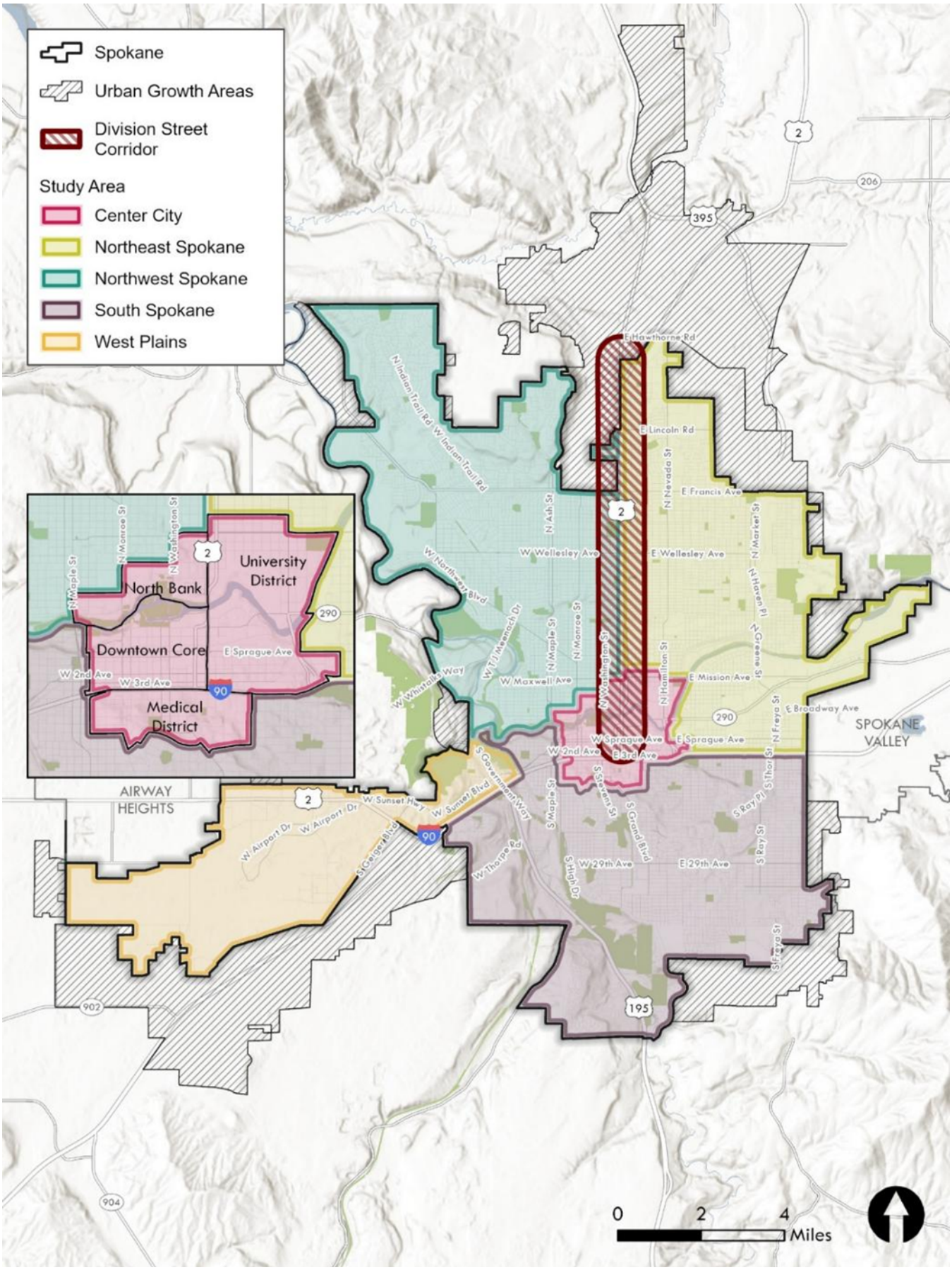
Study Area

This EIS primarily focuses on the Spokane city limits. These city study areas are referenced in the EIS:

- Northwest Spokane
- Northeast Spokane
- South Spokane
- West Plains
- Center City, overlapping several study areas, including Downtown Spokane
- Division corridor, straddling Northwest and Northeast Spokane

Within these broad study areas, the EIS also mentions Neighborhood Council boundaries.

Spokane Study Areas



Sources: City of Spokane, BERK, 2025.

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Abbreviated Summary of Impacts *(see Draft EIS for full context)*

Earth, Water Quality, and Water Resources



No significant adverse impacts expected with mitigation.

Likely Impacts

- Impacts from construction (soil disturbance, erosion, water pollution, and soil contamination)
- Increased pollution and rainfall runoff due to growth and increased hard surfaces
- **Alternative 1 has the highest impacts** (more growth on undeveloped land)

Mitigation Options

- Stormwater runoff best management practices
- Increased density (reduces sprawl)
- New climate policies and updated critical areas regulations in Alternatives 2 and 3
- Potential measures:
  - Updated stormwater controls
  - Critical area buffer restoration
  - Protecting tree canopy
  - Review Spokane Municipal Code Section 17E.010 Critical Aquifer Recharge Area for additional protections, such as addressing demands on aquifer as temperatures increase

Air Quality/Greenhouse Gases



No significant adverse impacts expected with mitigation.

Likely Impacts

- All alternatives see a net decrease in transportation emissions
- Emissions from non-transportation sources would be highest under Alternatives 1 and 3
- Differences among alternatives are small at the citywide scale

Mitigation Options

- New climate policies in Alternatives 2 and 3
- Potential measures:
  - Investments in multi-modal transportation infrastructure
  - Fees that reduce traffic congestion
  - Mixed uses and density
  - Electric vehicle adoption
  - Building electrification and energy efficiency incentives
  - Designated truck routes
  - Tree canopy protection
  - Street sweeping to reduce dust
  - Development standards for buildings and air filtering near air pollution sources like freeways
  - Education on air pollutants

Plants and Animals



No significant adverse impacts expected with mitigation.

Likely Impacts

- New development in currently vegetated areas, impacting fish and wildlife habitats
- Increased impervious surfaces affecting aquatic habitats (runoff, heat, less shade)
- Construction could impact habitat through runoff of soils and sediments, equipment spills, and noise
- **Alternative 1 has the highest impacts** due to location of growth and more growth on undeveloped land

Mitigation Options

- New climate policies and updated critical areas regulations in Alternatives 2 and 3
- Potential measures:
  - More program resources for tree canopy cover
  - Incentives for habitat conservation
  - Land acquisition in key areas
  - Adaptive management policies for critical areas and shorelines
  - Code that limits clearing and soil disturbance

Land Use Patterns and Urban Form



All the alternatives have the potential for significant adverse impacts to cultural resources.

No unavoidable significant adverse impacts expected to land use, urban form, and environmental justice.

Likely Impacts

- Highest levels of growth in areas that are already higher intensity
- Greater development intensity over time due to infill
- More middle housing types and ADUs
- Some tree, noise, shadow, view, potential historic and archeological resource impacts
- Alternatives 2 and 3 update neighborhood and urban design policies, and add climate policies, to address development compatibility, investments in amenities, and climate resilience

Mitigation Options

- Spokane Municipal Code regulations for land use, urban form, and historic preservation
- Potential measures:
  - Apply cultural resources discovery policies to full city limits
  - Construction noise rules and other noise standards
  - Additional development standards for light and shading
  - Investments to reduce heat and noise

Population, Employment, and Housing



No significant adverse impacts expected with mitigation.

Likely Impacts

- Some housing policy and code changes from the Housing Action Plan
- More jobs in Northeast Spokane and Center City
- Inadequate housing capacity to meet targets for lower income bands (under 80% Area Median Income) under Alternative 1
- More opportunities for moderate and high intensity residential and mixed-use development in Alternatives 2 and 3
- More housing displacement impacts under Alternatives 2 and 3, but greater housing production and diversity
- Higher jobs to housing ratio than current in Alternatives 1 and 3
- **Alternative 1 has the highest impacts**

Mitigation Options

- Updates to comprehensive plan under Alternatives 2 and 3 to address housing targets for all incomes, displacement, racially disparate impacts, and housing barriers
- Spokane Housing Action Plan strategies
- StartUp Spokane program for business resources
- Potential measures:
  - Rental Assistance Fund
  - Public Development Authority
  - Land banking
  - Use of development agreements
  - Minimum density requirements
  - Incentives for affordable commercial tenant space
  - Other measures as detailed in DEIS section 3.5.3

Relationship to Plans, Policies, and Regulations



No significant adverse impacts expected with mitigation.

Likely Impacts

- All alternatives accommodate citywide growth targets
- **Alternative 1 has the highest impacts** due to inadequate housing capacity for lower income bands (under 80% Area Median Income)
- Alternatives 2 and 3 are better aligned with state requirements and regional, county, and local plans

Mitigation Options

- Alternatives 2 and 3 meet housing targets at all income levels and address other state requirements for the periodic update, including housing and climate planning

Transportation



No significant adverse impacts expected with mitigation.

Likely Impacts

- All alternatives would continue making pedestrian improvements but Alternatives 2 and 3 may accelerate them
- All alternatives would continue making bicycle improvements
- Alternative 1 has the highest vehicle miles traveled per capita
- Alternatives 2 and 3 would be expected to have a slightly higher share of walking
- All alternatives would have impacts on road intersection levels of service

Mitigation Options

- Planned roadway and transit improvements
- Current transportation impact fee program
- Potential measures:
  - Transportation Demand Strategies to encourage carpooling, vanpooling, transit, walking, biking, and telework
  - Transportation Systems Management and Operations and signal timing
  - Agency partnerships

Public Services



No significant adverse impacts expected with mitigation.

Likely Impacts

- Increased demand for police, fire/emergency medical services, schools, parks, libraries, and solid waste
- Alternative 1 would increase demand in the Center City, existing centers and corridors, and less developed areas
- Alternatives 2 and 3 would reinforce growth in already developed areas
- Mead School District would see more student growth under Alternative 1 and Spokane School District would see less

Mitigation Options

- Adopted Comprehensive Plan, Capital Facilities Plan, and other policies support capital facilities and public services planning
- An increased local sales and use tax to support a Public Safety Tax became effective April 1, 2025
- New climate policies under Alternatives 2 and 3
- New Capital Facilities Plan under Alternatives 2 and 3
- Potential measures:
  - Impact fees for schools, parks, or fire
  - Parks fee-in-lieu program
  - Parkland dedication opportunities in key locations
  - Partnerships for education and childcare spaces and parks and natural lands

Utilities



No significant adverse impacts expected with mitigation.

Likely Impacts

- Increased demand for utilities due to growth
- Increased concentration of utility users under Alternatives 2 and 3 (better efficiency, but potential upgrades needed for energy, water, and sewer)
- Specific upgrades needed would vary by alternative based on location of growth

Mitigation Options

- City water conservation programs
- Ongoing planning for water and wastewater systems to address growth and changing demand
- Regular energy planning with Avista
- Potential measures:
  - More local energy resources
  - Energy-efficiency infrastructure
  - Upgraded stormwater infrastructure
  - Minimizing runoff
  - Protection of critical aquifer recharge areas

Next Steps

The City of Spokane is requesting comments from the public, agencies, Tribes, and all interested parties on the Draft EIS from December 18, 2025, to February 18, 2026. Comments are due by **5:00 PM, February 18**. All written comments should be directed to:

Tirrell Black, Assistant Planning Director

City of Spokane

808 W. Spokane Falls Blvd

Spokane, WA 99201

509.625.6185 | PlanSpokane@spokanecity.org

Submittal of comments by email is preferred. Please include in the subject line "PlanSpokane 2046 Draft EIS Comments."



A series of public and agency workshops are planned during the Draft EIS comment period. For the latest information on the workshop topics and times, please see the project website at: my.spokanecity.org/planspokane/. After public feedback and the selection of a preferred alternative, a Final Environmental Impact Statement will be written that analyzes the chosen path forward. The Final EIS will also respond to comments received on the Draft EIS.

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Draft Environmental Impact Statement Public Comment Summary

Updated March 2026

The City of Spokane is commencing a periodic update to the City's Comprehensive Plan as required by the Growth Management Act (GMA). A "periodic update" is the state's term for a full review of a Comprehensive Plan to make sure it is in conformance with any legislative changes to state law. The update also provides an opportunity to reevaluate the community's vision for the next twenty years and how to support that envisioned growth.

As part of PlanSpokane 2046, the City of Spokane is preparing an Environmental Impact Statement (EIS). A Draft Environmental Impact Statement identifies and analyzes a range of alternatives that describe different ways the City could grow and develop, known as growth alternatives. The City of Spokane Draft Environmental Impact Statement went out for public comment on December 18, 2025. Over 200 public comments were received by the deadline of February 18, 2026. The City, following a request for extension of time, then extended the comment period an additional 15 days to end on March 5, 2026, at 5 p.m.

To support the public in making their comments, community outreach occurred that focused on providing information on the Draft Environmental Impact Statement and how to submit comments. The PlanSpokane 2046 Draft EIS StoryMap presented the technical analysis in a more accessible format. A virtual Lunch and Learn occurred on January 13, 2026, providing information on the PlanSpokane 2046 process and key details about the growth alternatives analyzed. Finally, a series of PlanSpokane Listening Hours were held, with Planning staff out in the community to answer question about and discuss the Draft Environmental Impact Statement.

All materials for the Draft Environmental Impact Statement are available on the project page: https://my.spokanecity.org/planspokane/draft-eis/

Comment Summary

In total, the City of Spokane received 203 written emails and 2 written comment cards during the public comment period, with some commenters submitting more than one written statement.

- 11 Agency and Tribal Governments Comments:
  - Coeur d'Alene Tribe

    - Washington State Department of Transportation (2 written emails)
    - Spokane County
    - Spokane Transit Authority
    - Washington Department of Ecology
    - Washington Department of Natural Resources
    - City of Spokane Department of Integrated Capital Management (2 written emails)
    - City of Spokane & Spokane County Historic Preservation Commission (2 written comments)
- 4 Neighborhood Councils and Community Assembly Comments:
    - Community Assembly (2 written emails)
    - Emerson-Garfield Neighborhood Council
    - Grandview-Thorpe Neighborhood Council
- 10 Institutional/Organizational Comments:
    - Rockwood Retirement Communities
    - 350 Spokane Interfaith Committee (2 written emails)
    - Spokane Regional Transportation Council
    - Visit Spokane
    - Futurewise
    - Spokane River Keepers
    - Friends of Spokane Trees
    - Spokane Falls Community College Environmental Club
    - Downtown Spokane Partnership
- 180 Individuals

Common Themes

Below is a thematic summary of the public comments. Please note that this is a high-level summary and a full comment analysis and response to comments will be published in the Final Environmental Impact Statement.

- Preference for Alternative 3, 2, or a combination of Alternatives 3 & 2
- General support for some elements of Alternative 2, Alternative 3, or both
- Potential environmental impacts and mitigation measures
- Protection and preservation of natural and historic resources
- Public transportation and infrastructure capacity
- Potential neighborhood impacts
- Affordable housing units
- Potential obstacles to local businesses and development due to rising costs, regulatory barriers

What's Next

The City of Spokane will consider all the timely comments received during the public comment period and will be responding to the substantive comments in writing. This will be published in an

appendix in the Final Environmental Impact Statement. Following SEPA guidance, which regulates the Environmental Impact Statement process, possible responses that will be considered include:

- Explain how the alternatives, including the proposed action, were modified;
- Explain how the analysis was supplemented, improved, or modified;
- Make factual corrections; or
- Explain why the comment does not warrant further response

The public comments will help inform the development of the preferred alternative, along with the full public engagement to this date and the environmental review within the Draft Environmental Impact Statement. The preferred alternative may be composed of some combination of the three different alternatives, based on feedback. Ultimately, the preferred alternative will shape the final Comprehensive Plan and Final Environmental Impact Statement as the preferred direction for future growth and investment in the City of Spokane.

Exhibit D

Public Engagement Summaries

- 2025 Community Engagement Summary
- Future Growth and Guiding Policies Engagement Summary

AGENDA

PLANSPOKANE 2046

2025 Community Engagement

SUMMARY

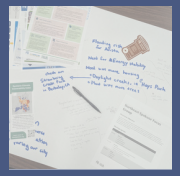
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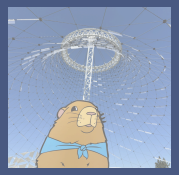
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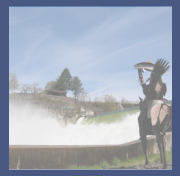
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The City of Spokane is conducting a periodic update to the City's Comprehensive Plan, dubbed PlanSpokane 2046. A "periodic update" is the state's term for a full review of a Comprehensive Plan to make sure it's in conformance with any legislative changes to state law. Due at the end of 2026, the Periodic Update will identify policies and future regulations to guide the next 20 years of our city.

2025 was a busy year for community feedback on Spokane's future vision, climate resiliency, future growth, and guiding policies, with **over 3,400 total community responses**. This document provides a summary of most of the feedback heard so far, with more engagement to occur throughout 2026.

← CONTENT

COMMUNITY VISIONING

As part of the PlanSpokane 2046 Periodic Update to the Comprehensive Plan, the City of Spokane conducted an early visioning process to understand what the community wants for the next twenty years. **Over 300 community members participated** in the various visioning activities, providing insights into how the City should grow. Ultimately the feedback will identify the different ways the City can meet these goals for growth or put differently, how to meet Spokane's envisioned future.

Based on community feedback, a draft vision statement for the Comprehensive Plan has been identified:

"Spokane aims to foster a vibrant, resilient, and inclusive city by supporting economic growth, environmental stewardship, and the diverse needs of the whole community. The City is dedicated to ensuring access to attainable housing, safe streets, and thriving neighborhoods while inspiring innovation, cultural vitality, and connection for all Spokane residents."

Launched in early January and running through April, the PlanSpokane 2046 visioning process resulted in key themes to inform the future growth and policies for the City of Spokane. The collective themes are to the right, with each activity bringing its own insights.

The vision board highlighted a desire for nature and environmental stewardship, community connection, opportunities for housing and jobs, and improved access to public spaces. The Community Visioning Workshop Series and corresponding survey received feedback pointing towards a welcoming and livable City with a mix of uses that support thriving and connected neighborhoods. The final Spring Market pop-up reinforced these ideas, while highlighting that the City should be walkable/bikeable, healthy, equitable, and safe.

Read the full PlanSpokane Community Visioning Engagement Summary at https://tinyurl.com/PlanSpokane-Visioning



VISIONING THEMES

NATURE

- Access to nature
- Sustainability and environmental stewardship
- Healthy and clean

COMMUNITY

- Welcoming and diverse
- Accessible
- Family-friendly
- Connected
- Human-centered
- Safe

INNOVATION

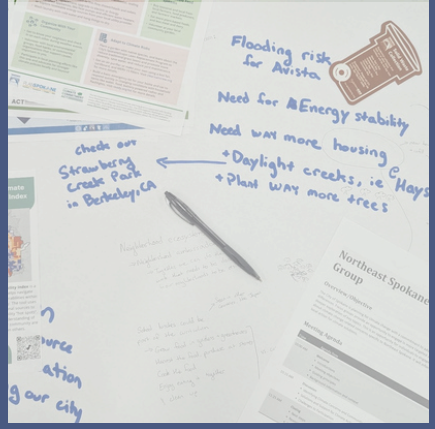
- Good jobs
- Culture and arts economy
- Cutting-edge
- New industries
- Reuse

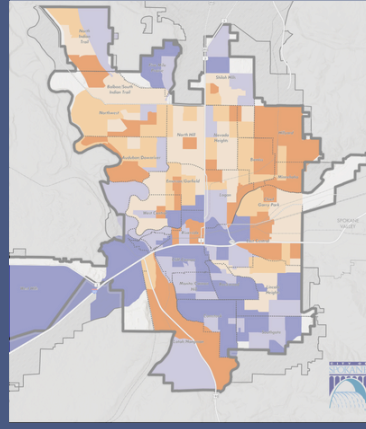
LIVABLE

- Affordable
- Walkable and bike-friendly
- Access to neighborhood services
- Attractive

CLIMATE FOCUS GROUPS

As part of PlanSpokane 2046 effort to incorporate climate and resiliency policies into the Comprehensive Plan in alignment with HB 1181, the City of Spokane held focus groups to hear from communities impacted by climate hazards. Their feedback informed the Climate Vulnerability and Risk Assessment to bring together data and lived experiences to identify climate risks and vulnerability in Spokane.





Learn more at my.spokanecity.org/climateplanning

YOUTH FOCUS

The Youth focus group had 11 participants aged 14 to 18, providing insight from a vulnerable population still in development and who may still be dependent on adults for their safety and well-being.

Key takeaways from the focus group include:

- Empowerment through knowledge is key.
- Air quality and wildfire smoke are more immediate and disruptive climate concerns.
- Heat is isolating youth from activities and social connection.
- Strong connection between nature access and mental health.
- Growing anxiety about long-term ecological shifts and disconnection from natural world.
- Public transit and bike infrastructure are critical services for youth.
- Desire for systemic change to provide stability and not worsen social inequities.

CLIMATE JUSTICE FOCUS

The Climate Justice focus group had 8 participants from local community-based organizations representing houseless, Muslim, Asian, BIPOC, immigrant, refugee, and environmental justice communities.

Key takeaways from the focus group include:

- Unhoused individuals, elders, renters, disabled people, and non-English speakers are among the most vulnerable.
- Language access and communication gaps are major barriers.
- Housing quality and income contribute to climate vulnerability.
- Partner with local nonprofits to support community trust and cultural relevance.
- People often prioritize survival needs over long-term climate issues.
- Increase accountability.

NORTHEAST SPOKANE FOCUS

The Northeast Spokane focus group had 17 participants who all lived in Northeast Spokane, an area of the City underrepresented in public engagement while being highly impacted by climate hazards.

Key takeaways from the focus group include:

- Community connection and shared solutions can increase community resiliency.
- Poor air quality is a major concern.
- Lack of shade and extreme heat reduce access to services.
- Practical, community-based climate education is needed.
- Stigma and infrastructure gaps reduce public transit use.
- Need to align development with environmental goals.
- Center equity and accessibility.

*A second round of climate focus groups occurred in November and December 2025, with results not yet available by the time of this publication. A summary of these focus groups (youth, climate justice, food access, and resource constrained) will be available at PlanSpokane.org in early 2026.

SURVEYING FOR CLIMATE RESILIENCY



"Biggest obstacle is feeling isolated in these attempts at conservation. Like my efforts don't matter."

- Community Climate Planning Survey Respondent

Local, state, and national data and community lived experiences are all integral in understanding how to best support local resiliency in Spokane. During key times of the climate and resiliency planning effort, two community-wide surveys were created to learn from those who live, work, and visit in Spokane.

The **Community Climate Planning Survey** asked community members to identify climate hazards and impacts in Spokane as well as future desires.

Read the full Community Climate Planning Survey Summary at **https://tinyurl.com/Spokane-Climate-Survey**

The **Community Climate Policy Survey** then built upon the prior community feedback to identify potential policy decisions.

Read the full Community Climate Policy Survey Summary at **https://tinyurl.com/Spokane-Climate-Policy-Survey**

COMMUNITY CLIMATE SURVEY

1,573 RESPONSES

DECEMBER 6, 2024 THROUGH JANUARY 31, 2025

KEY TAKEAWAYS

- **Wildfires, extreme heat, and intense storms** identified as top three hazards of concern now, with **extreme heat**, **wildfire**, and **smoke from wildfires** as top concerns for the next 20 years.
- Only 14.91% of respondents indicated having not been personally impacted by any of the identified climate hazards.
- **Rising costs of living and basic needs** and **changes to recreational activities** were the top felt impacts within the past five years.
- **Agriculture and food systems** were ranked as most at risk from extreme weather and climate impacts in Spokane.
- **Costs** and **time** were identified as primary obstacles in reducing household environmental impacts.
- Potential solutions to increase Spokane's resiliency included **water and waste reduction**, **incentives for more sustainable upgrades**, **tree management**, and **more trees and greenspace**.

CLIMATE POLICY SURVEY

1,419 RESPONSES

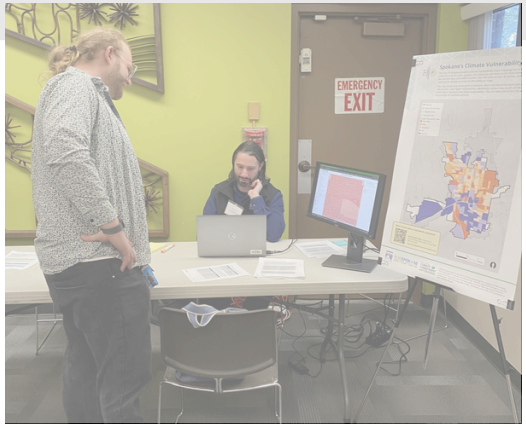
JULY 21 THROUGH AUGUST 31, 2025

KEY TAKEAWAYS

- **Water**, **human health**, and **food systems** were collectively ranked as the most important climate and resiliency topics.
- **Public investment and infrastructure** was the top ranked type of policy, with **regulations** ranked the lowest.
- Themes for future actions the City should consider include:
  - **Lead by Example**
  - **Water Conservation and Waste Management**
  - **Community Collaboration and Engagement**
  - **Urban Green Spaces**
  - **Active Transportation**
  - **Disaster Preparedness**
  - **Equal Access**
  - **Sustainable Development**
- Future policies should be prioritized based on **reduction of environment harm**, **community health benefits**, **co-benefits**, **feasibility**, and **cost considerations**.

EARTH DAY WORKSHOP





On April 22, 2025, the City of Spokane hosted an Earth Day Community Workshop to learn from and share with Spokane's community. Twenty-one community members shared their experiences with climate hazards and how we can support a more resilient Spokane.

The workshop was a drop-in style event with posters at 4 stations, where attendees engaged in activities, interacted with the Climate Vulnerability Index online mapping tool, and were able to have in-depth conversations with staff members. Feedback received during the workshop informed the Climate Risk & Vulnerability Assessment and will support the development of future policies for a resilient and adaptive Spokane.

Read the full Earth Day Workshop Summary at https://tinyurl.com/Spokane-Earth-Day

Key takeaways from the drop-in workshop include:

- **Alternative transportation options** and **green space/tree protection** were ranked as the top climate pollution reduction actions.
- **Preserve, restore, and expand nature** was ranked as the top climate resilience action.
- **Supporting local, sustainable food systems** and **organizing community** received the most support as individual actions to support climate resiliency.
- Support for **increased and improved bike and pedestrian infrastructure.**
- Attendees wanted to **expand public transportation** and **promote connectivity**.
- Support for **infill and mixed-use development.**
- Promote **water conservation** throughout the City.





Read the full Tribal Engagement Workgroup Summary at https://tinyurl.com/Spokane-Tribal-Workgroup

TRIBAL ENGAGEMENT

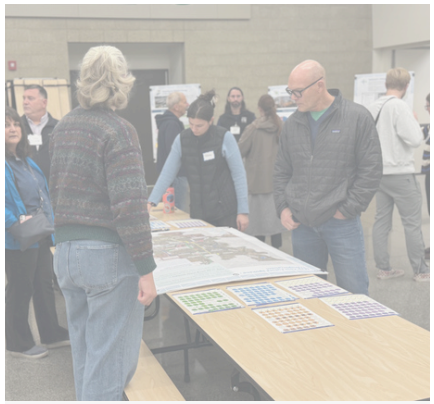
In early 2025, the City of Spokane launched a **Tribal Engagement Workgroup (TEW)** to ensure that Indigenous voices and knowledge systems shape its climate planning and inform the City's 2026 Comprehensive Plan. The TEW brought together regional Tribes and urban Native organizations in a culturally grounded process led by Kauffman & Associates, Inc. (KAI), a Native-owned consulting firm.

Over the course of four sessions and intervening conversations, TEW participants identified climate vulnerabilities rooted in the lived experiences of Native communities, including **loss of cultural access**, **urban invisibility**, **health disparities**, **water insecurity**, and **gaps in emergency planning**. They called for a broader definition of vulnerability that includes spiritual, cultural, and intergenerational dimensions and stressed the need for Indigenous co-governance and investment in Native-led solutions.

Recommendations for policy development:

- Prioritize funding for **Native-led** resilience hubs, food systems, and youth programs.
- **Embed cultural infrastructure** - gardens, sweat lodges, community gathering spaces - into neighborhood planning.
- Establish an **Indigenous advisory council** with co-governance authority in climate planning.
- Reframe climate indicators to include **cultural, spiritual, and relational measures of wellbeing**.
- **Expand data collection** to include Indigenous-defined metrics, oral histories, and story maps.
- Develop **tailored emergency management strategies** for Native families across Spokane.

FUTURE GROWTH AND GUIDING POLICIES









The City of Spokane held a community workshop series on future growth and guiding policies in November 2025. These in-person workshops included discussion, mapping exercises, and feedback opportunities related to various aspects of the Comprehensive Plan. **Over 100 community members participated** in the workshop series, which included one meeting in each City Council District, as well as a citywide meeting downtown.

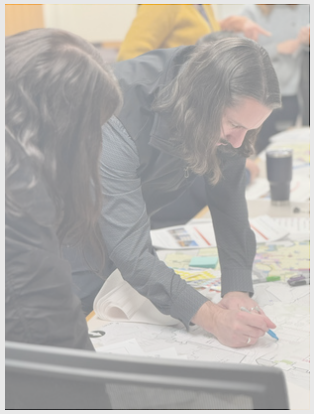
In addition to informational posters, the workshops included station activities to gather feedback from attendees. Stations included questions on guiding policies, displacement, a proposed land use schema, and the three Growth Alternatives being evaluated in the Draft Environmental Impact Statement. Mapping exercises on mixed-use zoning and transportation amenities created spatial information to inform on-the-ground proposals. Climate and resiliency feedback was also received, including on City actions, important topics, environmental justice, and the prioritization of future policies.

When asked about topics of importance to be integrated into the City of Spokane's next twenty years, key themes from the community included:

- **Accessibility**
- **Employment and job creation**
- **Revitalization**
- More **third places** and **community connection**
- **Parks and access to nature**
- **Bikeable/walkable neighborhoods**
- **Affordable housing**

A full summary will be available at **PlanSpokane.org** once finalized

CONCLUSION



In addition to the larger engagement efforts mentioned above, the City of Spokane has been busy popping up at community events, presenting before Neighborhood Councils, and meeting with organizations and partner agencies to hear from the community. Staff have also presented before City Council, Spokane Plan Commission, Climate Resilience and Sustainability Board, Transportation Commission, Housing Action Subcommittee, and numerous other City commissions and boards.

Have a group that may be interested in hearing a presentation? Does your organization want a tailored discussion about PlanSpokane 2046? Have an event where staff can attend? Reach out to the Planning Team at PlanSpokane@spokanecity.org to inquire about availability.



There's even more work ahead in 2026 . . .

Opportunities for public feedback in early 2026 include the Draft Environmental Impact Statement and Chapter Review processes. Feedback from these components will then result in the selection of Preferred Alternative and Final Environmental Impact Statement, as well as final goals and policies of the Comprehensive Plan.

Final adoption of the updated Comprehensive Plan is tentatively slated for the end of 2026.



Draft Environmental Impact Statement

A Draft Environmental Impact Statement with different ways the City can grow in order to meet state requirements and the community vision will be issued in December 2025, with a 60 day public comment period. This document compares potential ways the City can grow, allowing community members to provide feedback on Spokane's future. Community input will help decisionmakers select the Preferred Alternative, which is the growth strategy for Spokane's next twenty years, in early 2026.



Chapter Review

The City's Comprehensive Plan is being updated with revised and new goals and policies to support community needs. Draft versions of chapters are available for public feedback at **PlanSpokane.org** under "Chapter Review". Comments can help direct language and identify potential gaps in future policy direction. New chapters and language revised based on community feedback will periodically be available throughout early 2026.

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Learn more at PlanSpokane.org

Questions or comments? Email the Planning Team at PlanSpokane@spokanecity.org

AGENDA









PlanSpokane

Future Growth and Guiding Policies Engagement Summary

December 2025

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- Community-Wide Memo
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Background

As part of the PlanSpokane 2046 Periodic Update to its Comprehensive Plan, the City of Spokane has been seeking public feedback on the City's next twenty years throughout 2025. While regular updates to the Comprehensive Plan have occurred, this will be the **first substantial update since the Comprehensive Plan was first adopted in 2001**. With the significant population growth and changing local factors Spokane has experienced since then, this update provides the community with an opportunity to reevaluate how they want the City to grow. The goals of this update are to meet all state legislative requirements adopted since 2017, incorporate community input around changing needs and wants, and to streamline the Plan to make it more user friendly.

What is a Comprehensive Plan?

A Comprehensive Plan is the community's vision for how the city grows and invests. It is mandated by state law requiring a "road map" for fast-growing cities, known as the Growth Management Act. Spokane must have a Comprehensive Plan to manage population growth, with goals that include reducing sprawl, supporting efficient multimodal transportation, protecting the environment, and many more.

The Comprehensive Plan establishes a vision for the city – looking at a horizon of twenty years. It guides implementation through Capital projects, City programs, and regulations.

Being the first substantial update since 2001, the City of Spokane has determined that this proposal is likely to have a significant and potentially negative impact on the environment. As such, an **Environmental Impact Statement (EIS)** is required under RCW 43.21C.030 (2)(c) and will be prepared as part of the PlanSpokane 2046 effort. The first step of the EIS process is known as "scoping". Both before and during the scoping comment period, the City of Spokane Department of Planning and Economic Development provided opportunities for the community to be engaged in the process of identifying the future vision for Spokane's next twenty years. The Community Visioning Engagement Summary provides a recap of the feedback heard.

Once the overall vision for the future is determined, the next step of the EIS process is to evaluate different ways the City can meet that vision while also accommodating future growth. To that end, the City of Spokane held a community workshop series on future growth and guiding policies in November 2025 for initial feedback on different ways the City of Spokane can grow, as well as the goals and policies to get us there.

More information about the PlanSpokane 2046 Periodic Update can be found at PlanSpokane.org

AGENDA

Community Workshop Series

At the beginning of 2025, community members provided invaluable feedback to create a 20-year vision for the City of Spokane. Since then, there has been ongoing work to identify different ways to reach that vision. To present the community with those options on how the City can grow, and receive feedback on goals and policies, a community workshop series on future growth and guiding policies was held in November 2025. One workshop was held in each City Council District, with one community-wide workshop held downtown. **Over 100 individuals attended** one or more of the workshops, providing valuable feedback to help shape the future of the City of Spokane.



Figure 1. Community members participate in the District 1 Community Workshop.

These in-person workshops included discussion, mapping exercises, and feedback opportunities related to various aspects of the Comprehensive Plan, including the new element of climate and resiliency. Each station sought reactions and comments on how community members wanted to shape the next twenty years. Kids activities and catered food was also available.

Station 1: Guiding Policies

After learning more about the PlanSpokane 2046 Periodic Update and Environmental Impact Statement process through informational posters, the first activity station revolved around the policies of the Comprehensive Plan and the current Chapter Review process. Community members were asked to identify what topics they want to make sure are addressed in the updated Comprehensive Plan to help identify potential gaps in the currently proposed amendments.

Themes from the four community workshops include:

Accessibility (housing, public spaces, “sittable” neighborhoods)	Address employment and job creation
Incentives to revitalize vacant properties	More “third places” for community connection
Bikeable streets, including protected bike lanes	Levels of service for fire safety
Art districts	Daycare centers and support
Address land speculation	Creating neighborhood identities
Indoor swimming pools	More greenways and trails
Incentives for affordable and mixed-use housing	Greater civic engagement, involvement, and transparency

AGENDA

Conservation/migration corridors and natural playgrounds	Create/support quality and beautiful places to live
Reduced dependency on single occupancy vehicles	Support for unhoused residents, including work programs
Context sensitive design standards	Sidewalk and pedestrian safety
Allow for more mixed uses in neighborhoods to support walkability, create local "hubs"	Coordination of road construction to prevent multiple roadway maintenance in the same direction

Station 2: Displacement

As part of the PlanSpokane 2046 Periodic Update to the Comprehensive Plan, the City of Spokane has completed analysis on racially disparate impacts and displacement risk to meet state legislative requirements (HB 1220). After being presented with the three different types of displacement – physical, economic, and cultural – community members were asked to help brainstorm causes of housing and small business displacement, as well as how the City of Spokane could address those causes.

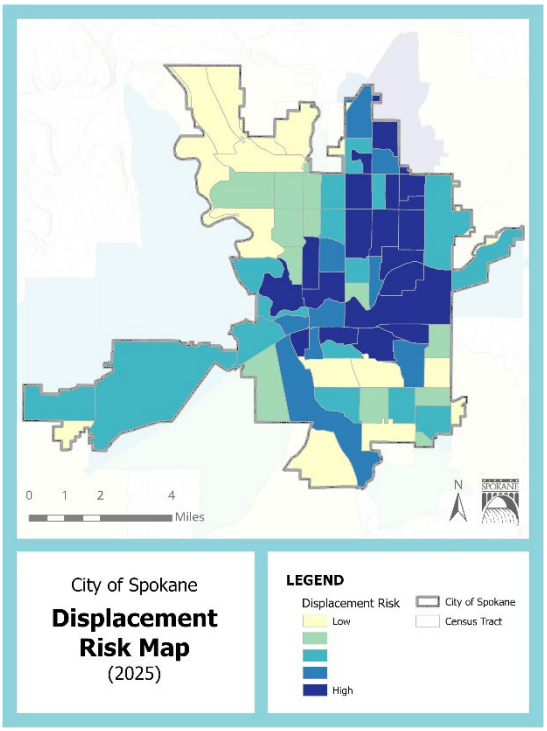


Figure 2. City of Spokane Displacement Risk Map from the Racially Disparate Impacts Analysis Report (2025).

Causes identified included **high housing costs** and **lack of housing inventory** to keep up with population increases, **mobile home parks being replaced**, businesses leaving and/or not having patrons due to **perception of safety** or **vandalism**, **lack of inclusive and accessible transit and public spaces**, **impact of taxes**, **buildings being demolished** for parking lots or shopping centers, **vacant or underutilized lots**, increase in housing **costs due to surrounding development**, **lack of pedestrian infrastructure**, **high insurance costs/losing property insurance** due to wildfire risk, **corporate rental ownership**, and **climate risks** (heat, lack of trees).

Potential actions to address the causes included **streamlining permit processing**, the **City being involved in public housing development**, **replacing existing housing with affordable multi-family housing**, **create supportive zoning** before development is expected to occur, **wildfire risk mitigation** (to address insurance issues), **rental costs management**, **increase transportation options** (pedestrian friendly streets/bus routes/road access), and **support community resiliency** to climate hazards.

Station 3: Land Use Schema

One aspect of the PlanSpokane 2046 Periodic Update includes updating the land use schema for the City of Spokane, with the goal of reducing the number of land use categories. Land use is essentially what kinds of uses can be built where, and community members were asked to provide feedback on the proposed land use categories: Urban Agriculture, Residential Low, Residential High, Commercial, Centers & Corridors, Institutional, Downtown, Industrial, and Open Space. Community members were asked what uses they would like to see in each proposed land use and where they should be located.

Urban Agriculture

- Allow flower growers, small vegetable and fruit farmers market-style food production
- Locate to avoid impacts of potential pesticides
- Preserve agriculture in the city by only allowing agricultural uses

Residential Low

- Ensure there is human-scale and human serving design, walkable third places, a transition between low- and high-density areas, and that the scale of residential and commercial uses match
- Allow parking, community gardens, small mixed uses (cafes, ice cream parlors, bookstores, medical uses like a dentist), indoor community pools, community gathering spaces, and professional offices
- Do not allow gas stations
- Create a process of neighborhood input on project-by-project basis for non-standard uses
- Develop incentives for neighborhood businesses
- Prioritize adaptive reuse over new development
- Locate near centers and corridors and other high intensity uses

Residential High

- Ensure accessible housing (no stairs)
- Expand into existing lower scale residential, such as near transit or in close proximity to amenities
- Have a minimum density

Commercial

- Expand mixed uses
- Leverage vacant commercial areas to add business or apartments
- Establish zoning requirements for gas stations/convenience stores related to sober living and other affordable housing services

Centers & Corridors

- Allow multi-unit housing and trade/live-work makerspaces
- Do not allow drive throughs, gas stations, convenience stores, hostile architecture, or single-unit homes

- Locate throughout Division once NS Corridor is complete and traffic reduces

Downtown

- Allow taller buildings and larger business spaces

Institutional

- Incentivize apartments
- Allow community pools

Industrial

- Encourage adaptive reuse of existing spaces

Open Space

- Allow undeveloped/natural parks with trails, mountain biking, indoor community pools
- Ensure enough parks/trails for those living in dense areas/apartments to have outdoor access, as well as accessible open spaces
- The full length of the Spokane River should be a public park
- Prioritize passive natural spaces

Station 4: Growth Alternatives

A significant result of the PlanSpokane 2046 Periodic Update and Environmental Impact Statement will be the selection of a Preferred Alternative – the desired direction for growth and prioritization for the City of Spokane's next twenty years. To identify that Preferred Alternative, the City must study different Growth Alternatives, which are different ways to address population growth, economic goals, and the community vision. More detailed analysis and comparisons will be available during the Draft Environmental Impact Statement public comment period expected to kick off in December 2025. This poster station allowed for an initial reaction to the potential options.



Figure 3. Community members participate in the District 2 Community Workshops.

Community members were presented with the three Growth Alternatives being evaluated as part of the PlanSpokane 2046 Periodic Update process. Alternative 1 (Stay the Course) represents the current growth strategy. To address recent state legislation, Alternative 2 (Distributed and Balanced) and Alternative 3 (Center City and Regional Hubs) were developed out of earlier visioning and scoping engagement. After reviewing the proposed maps and a snapshot of environmental impact evaluation comparisons between the three alternatives, community members were asked to vote on their preferred growth strategy.

Alternative 2 received the most votes with 25. **Alternative 3 came in second** with 7 votes. One vote selected a middle ground between Alternative 1 and Alternative 2. **Alternative 1 did not receive any votes** (presumably due to community understanding that it does not meet all state legislative requirements).

Rather than voting for a specific Alternative, most community members provided comments on the City of Spokane's future growth. The Preferred Alternative can be a combination of elements of the different Growth Alternatives, with these comments providing direction on what aspects were viewed positively from each alternative.

In general, community members liked the **interconnectedness of Alternative 2**, but also saw the benefit of the **Center City focus of Alternative 3** on businesses, community safety, and more housing. *Full comments can be found in the workshop-specific memos in the appendix of this summary.*

Station 5: Map Your Future Spokane – Mixed-Uses

Through a mapping exercise where different color pins represented different types of mixed-use designations, community members were asked to identify where they thought different sizes and scales of mixed-use development should be located throughout the City.



Figure 4. Mixed-use descriptions provided for the Map Your Future Spokane exercise. A higher resolution image can be found in the Workshop Posters appendix.

In general, **MU-TOD** was located along Division/Ruby, Market Street, Mission Avenue, North Monroe, near Shadle Library on Wellesley, in parts of downtown and Cliff-Cannon, Hamilton and the northernmost portion of Nevada Street, and in areas along 29th.

MU-1 was located in Hillyard, Nevada Heights just east of Division, the middle of Cliff-Cannon, north Five Mile Prairie, in parts of Audubon/Downriver and West Central, between Northwest and Balboa/South Indian Trail, North Monroe, near Shadle Library on Wellesley, and downtown.

MU-2 was located in Nevada Heights, the middle of Bemiss, adjacent to Chief Garry Park within the Chief Garry Park neighborhood, the northwest corner of Manito/Cannon Hill, north of Comstock, Shiloh Hills, Northwest, North Hill, along Indian Trail Road, and in areas along 29th.

MU-3 was located in the middle of Hillyard and Bemiss, multiple locations in Cliff-Cannon, on West Sunset Boulevard, Audubon/Downriver, Northwest, and along the edges of Manito/Cannon Hill.

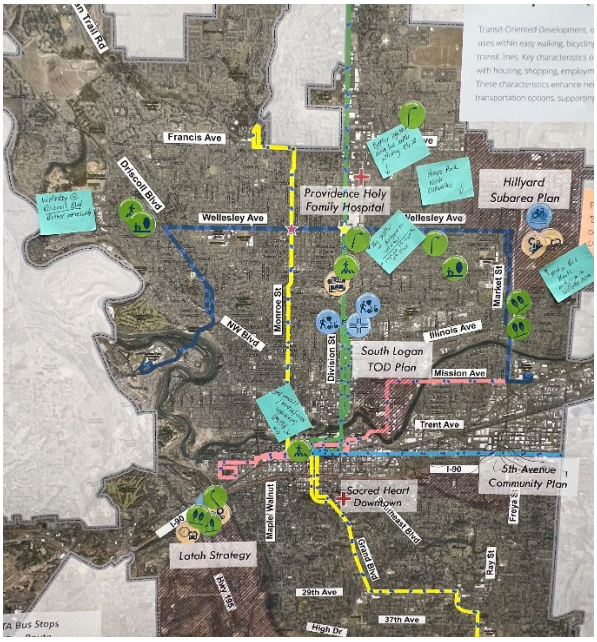
Additional comments about mixed-uses included:

Provide more uses in proximity to housing to reduce distance/need for transportation	Trade and makerspaces in West Central
There's currently a lack of affordable and larger retail near neighborhoods, not just small	Mobility connectivity for all modes in East Hillyard is a local priority
No more drive throughs	MU-2 should be everywhere
More intensity along arterials, transition to higher commercial, and then allow residential	No mixed-use in neighborhoods, concerned over exploitative development
Need a Latah-Cannon Corridor Plan to address traffic, 195 and I-90 ramp	Need parks and trails in Hillyard
More health and transportation access in West Central	Designated business district/center/corridor down east Broadway of West Central
Encourage trades academy	Support the creation of 24-hour daycare
Increase pedestrian/bike infrastructure along Northwest Boulevard	Create protections against displacement in Chief Garry Park around City Line stops, including increasing resources for community

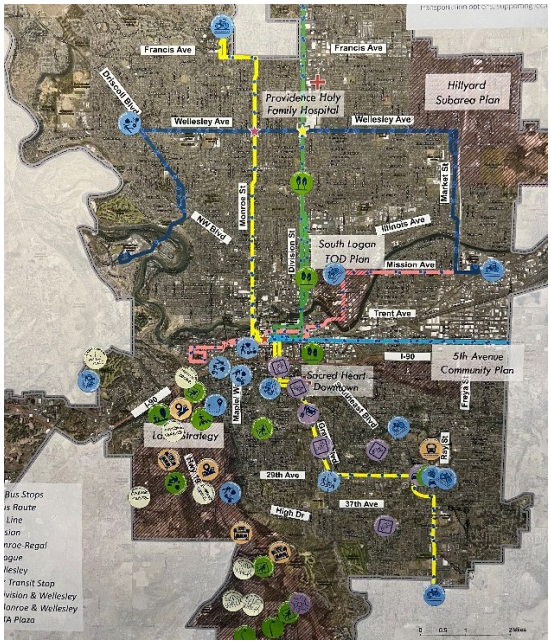
Station 6: Map Your Future Spokane – Transportation

Through a mapping exercise to indicate preferred development types and street upgrades, community members were asked to identify what type of street improvements they want to see along major transit stops, with street trees and greater connectivity being consistent themes. *Full summaries can be found in the workshop-specific memos in the appendix of this summary.*

District 1

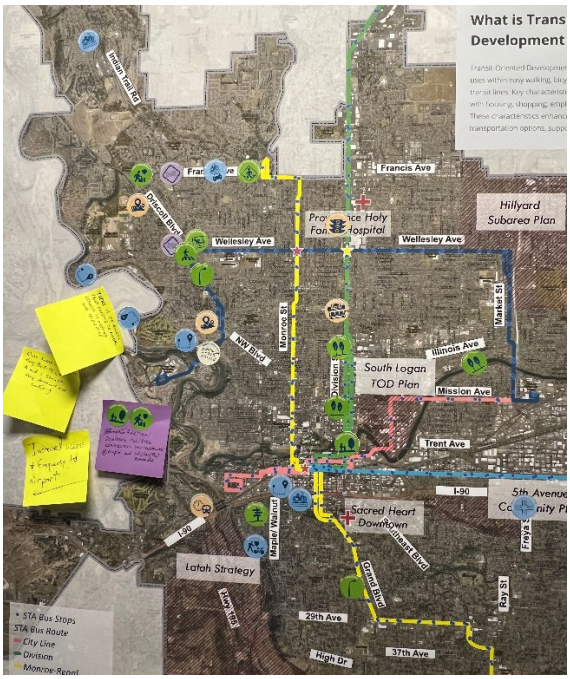


District 2

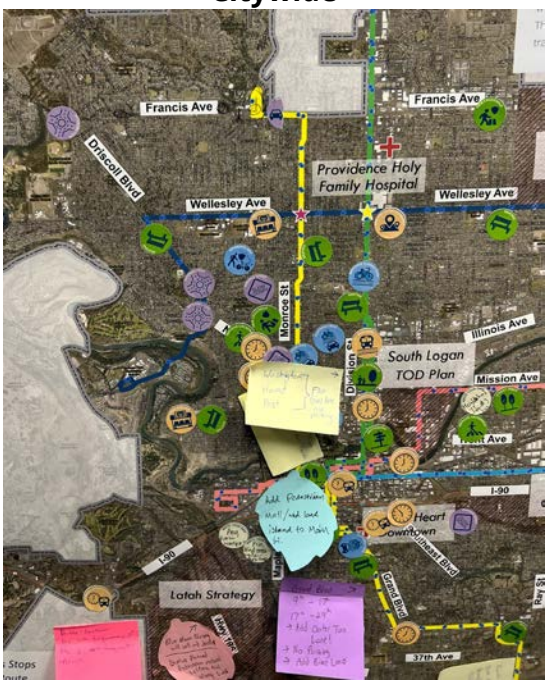


AGENDA

District 3



Citywide



Station 7: Planning for Climate

Another significant component of the PlanSpokane 2046 Periodic Update is the integration of climate and resiliency policies into the Comprehensive Plan to align with recent state legislation. Climate Planning efforts have been ongoing, with this workshop series providing an opportunity to bring all elements of the update together for community input. Workshop attendees were first asked to identify what actions they want the City of Spokane to take to support local climate resiliency.

Key themes from the feedback include **tree canopy** expansion and protection; **resilient and equitable development**; climate resilience **education and community engagement**; **water conservation** and **quality**; **energy efficiency** and **weatherization**; **reducing car reliance**; **air quality** and **pollution reduction**; **fire safety** and **mitigation**; access and preservation to **natural spaces**; and **housing and infrastructure**.

Station 8: Developing Climate Policies

In order to help develop climate and resiliency policies, community members were presented with top themes heard throughout the earlier phase of climate planning engagement, including wildfire smoke and extreme heat, water conservation, human health, food systems, tree canopy and green spaces, transportation and infrastructure, education, collaboration, and financial barriers. With those in mind, participants were then asked to identify any other topics of importance.

Topics identified include:

Address financial barriers	Food security
Do not exclude businesses from SpokaneScape program	Local community solutions to address climate hazards and resiliency
Greater bike infrastructure and connectivity	Impact of Artificial Intelligence
Increased shade	Water conservation
Convert unused city property to green spaces	Walkable neighborhoods
Indoor spaces to escape to during weather extremes	More resources directed to conservation programs
Trees and native landscaping, including potential for fruit trees as street trees	Support creation of more efficient building construction
Balance between infill development and trees	Active role of City in tree planting programs
Green infrastructure/swales	Education programs to support local resiliency
Mental and physical health	Intersection of natural and built environment
Protect mature trees and iconic basalt rocks	Increase accountability, including for businesses
Require parking	Maintenance of street trees
Incentives for tree planting in the north of the city	Weatherization/support new windows for historic homes
Recognition of limits to growth	"Dead internet" greenhouse gas emissions
Restrict wood burning fireplaces to improve air quality	Adjust development requirements to allow more room for trees
Growth numbers should consider possibility of climate refugees	Faster and cheaper transit (including through bus-only lanes and in Latah Valley)

Station 9: Environmental Justice

Environmental justice, as defined by state law, means the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to development, implementation, and enforcement of environmental laws, regulations, and policies. It includes addressing disproportionate health and environmental impacts. Community members were presented with the definition and ways to assess environmental justice, in order to support state required policies within the Comprehensive Plan.



Figure 5. Community members participate in the District 3 Community Workshops.

Workshop attendees were then asked to provide ideas on how the City of Spokane can support environmental justice. Key themes included supporting a **safe and connected transportation**

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system that does not rely on single-occupancy vehicles, **targeting heat mitigation and resiliency** to vulnerable populations, **expanding green infrastructure** and tree canopy, **neighborhood investment without displacement**, and **City-funded resiliency investments** that support impacted neighborhoods and communities.

Station 10: Prioritizing Climate Policies

In addition to identifying potential climate and resiliency policies, the climate planning effort will include a prioritization process, which will help ensure that selected policies can be implemented and align with state requirements. Presented with the options of Resilience, Equity, Climate Pollution Reduction, Logistics, and Risk, community members were asked to identify the criteria they believed should be weighted more heavily than others.



Figure 6. Community members participate in the Citywide Community Workshops

Resilience came in first, with 21 votes, followed by **Equity** (16 votes) and **Climate Pollution Reduction** (15 votes). **Logistics** received 8 votes, while **Risk** had a total of 4 votes.

In addition to what was listed, community members were then asked to identify any other criteria that should be considered:

Build equity into each criterion	Legislative control to create solutions
How to reduce homelessness/outdoor sleeping to make people less vulnerable	Prioritize policies with City action rather than informational or "encouraging" resident action
Emphasize natural environment as a component of resilience criteria	Without resilience, we will have a hard time delivering on the other policies
Improvement to tree canopy	Clear out underbrush in fire risk areas
Inequitable impact of policy	Banning of wood burning fireplaces
Balancing costs and benefits to ensure prospective business ventures aren't impacted	Spreading out of affordable housing, "stop consolidating poverty"
Tighten controls on vehicle emissions	Allowing for shelters near services

Next Steps

Feedback received during the community workshops on future growth and guiding policies will inform amendments to goals and policies in the Comprehensive Plan, as well as discussion around the chosen growth strategy (or Preferred Alternative) for Spokane's next twenty years. Community members will have the opportunity to take a deeper dive into the details of and comparisons

between the Growth Alternatives after the release of the Draft Environmental Impact Statement (EIS) in December 2025, which will include a formal public comment period. More information about the Draft EIS will be available at PlanSpokane.org upon release. Final adoption of the PlanSpokane 2046 Comprehensive Plan is expected in the later part of 2026.



Figure 7. PlanSpokane 2046 process timeline

Community feedback will be accepted throughout the entire PlanSpokane 2046 process, from helping select the Preferred Alternative to weighing in on proposed goals and policies of the Comprehensive Plan.

We invite your participation:

- Visit the project webpage at PlanSpokane.org to learn more about the planning process
- Learn more about the Climate Planning efforts at my.spokanecity.org/climateplanning
- Subscribe to the PlanSpokane monthly newsletter to receive timely updates
- Attend future meetings and hearings hosted by the City of Spokane
- Provide written comments or ask questions to the Planning team by emailing PlanSpokane@spokanecity.org

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Appendices –

- District 1 Memo
- District 2 Memo
- District 3 Memo
- Community-Wide Memo
- Workshop Posters

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Memo

Re: District 1 Future Growth and Guiding Policies Community Workshop

The District 1 Future Growth and Guiding Policies Community Workshop occurred on November 12, 2025 at Yasuhara Middle School. **Approximately 22 community members attended.** Feedback received at each station activity is summarized below. A full engagement summary of the workshop series will be developed at a later date.

Station 1: Guiding Policies

Community members were asked to write down what topics they want to make sure are addressed in the Comprehensive Plan to help identify potential gaps in the proposed amendments:

- Move civic engagement
- More districts for city council members
- More government transparency
- Incentives for empty properties on Division following BRT implementation
- More third places
- Continue partnerships with housing services and neighborhood councils
- Bikeable streets.

Station 2: Displacement

After being told about three different types of displacement (physical, economic, and cultural), community members were asked what causes to housing and small business displacement are they most concerned about. Additionally, how could the City address them?

The comments included:

- Consider the impacts of housing costs because of Division BRT.
- Get ahead of zoning along the corridor for middle/multi-unit housing.

Station 3: Land Use Schema

Community members were asked to provide feedback on proposed land use designations to implement the future growth of the Spokane. Specifically, they were asked what uses

AGENDA

should be allowed in the different land uses and were should the land use be located. Participants reflected on the following land uses:

- Residential Low:
  - Allow professional office
  - Allow MU-3 uses (like The Scoop)
- Residential High:
  - Have minimum density
- Centers and Corridors:
  - Do not allow single-unit homes
- Open Space:
  - Include intentional passive recreation

Station 4: Growth Alternatives

Community members were presented with the three Growth Alternatives being evaluated as part of the PlanSpokane 2046 Periodic Update process. Alternative 1 (Stay the Course) represents the current growth strategy. To address recent state legislation, Alternative 2 (Distributed and Balanced) and Alternative 3 (Center City and Regional Hubs) were developed out of earlier visioning and scoping engagement. After reviewing the proposed maps and a snapshot of environmental impact evaluation comparisons between the three alternatives, community members were asked to vote on their preferred growth strategy. Alternative 1 received 0 votes, Alternative 2 received 5 votes, and Alternative 3 received 1 vote.

Participants who did not fully prefer one alternative over another, as well as those who did make a selected, were asked to identify their likes and dislikes of potential growth options, as well as other considerations for future growth. Those comments included:

- Evacuation routes need for Latah Valley area/Vinegar Flats
- Distribute growth to remove silos between neighborhood and connected the community.
- Capitalize on larger roads to connect centers and places people visit
- Address Division BRT fully in Alt. 2 and 3.
- Require parking for large housing developments to be located within garages/parking structure.
- Turn parking lots into garages for a better use of land, especially around gathering places (e.g. arena).
- Build up, two story buildings waste land potential
- Have services in all areas of the city.
- Lack of ability to make left turns on Division can cause vacant lots/lack of businesses/patrons.
- Alternative 2 seems to be a natural approach to what will likely occur naturally.
- Vinegar Flats has a potential for job growth (mini Hillyard).

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- Vinegar Flats is separate from Latah Valley area and should be treated as having different potential
- Build up, not out; focus on downtown and where growth already exists.
- Base Latah Strategy on infrastructure findings for connectivity.

Station 5: Map Your Future Spokane – Mixed-Uses

Through a mapping exercise where different color pins represented different types of mixed-use designations, community members were asked to identify where they thought different sizes and scales of mixed-use development should be located throughout the City. In general, respondents wanted respondents wanted MU-TOD along Division; MU-1 in Hillyard, Nevada Heights just east of Division, and in the middle of Cliff-Cannon; MU-2 in Nevada Heights, the middle of Bemiss, adjacent to Chief Garry Park within the Chief Garry Park neighborhood, the northwest corner of Manito/Cannon Hill, and the north of Comstock; MU-3 in the middle of Hillyard and Bemiss, the southeast corner of Bemiss, multiple locations in Cliff-Cannon, and along the edges of Manito/Cannon Hill.

In addition to pin placement, addition comments included:

- Make transportation less required (most uses in close proximity to households)
- Lack of affordable and larger retail near neighborhoods, highlighting Bemiss
- Mobility connectivity for all modes in East Hillyard is a local priority

Station 6: Map Your Future Spokane - Transportation

Through a mapping exercise that included stickers that indicated preferred development types and street upgrades, community members were asked to identify what type of street improvements and destinations they want to see along major transit stops throughout Spokane. In general, community members indicated wanting improved crosswalks and wider sidewalks along Northwest Boulevard; street trees, lighting and faster bus times around Vinegar Flats; improved crosswalks Downtown; more street trees on Market Street; separated bike lanes, improved crosswalks, lighting, and bus shelters along Division between the Ruby interchange and Wellesley; lighting and wider sidewalks in the Logan neighborhood, south of Wellesley; and improved bike connections and faster bus times in Hillyard.

In addition to sticker placement, addition comments included:

- Better crosswalks on Wellesley at Driscoll Boulevard
- Better lighting along bus routes including Route 28
- Hays Park needs sidewalks
- Bus shelter at Bridgeport and Glass

AGENDA

- Improve crosswalks at Glass
- Need a bus route on Freya in Wellesley area
- Fix Hairball intersection at Main/Monroe/Spokane Falls
- Pedestrian bridge is needed on Rowan to cross NSC
- Bridgeport near Division, people park half on sidewalk and half on street
- Fire access at Euclid into Minnehaha needs to be improved

Station 7: Planning for Climate

Community members were asked to identify what actions they want the City of Spokane to take to support local climate resiliency. Those comments included:

- Facilities and accommodations for dogs/pets.
- More shade on sidewalks.
- Reduction of VMTs through denser housing and more walkability.
- Locally fund ore SpoCanopy.
- Increase LOS for active transportation, reduced LOS for cars.
- More shade on trails and bus stops.
- Non-shaded areas and sidewalks are a burn risk for kids (toys, slides, etc.).
- Water conservation should not be focused just on residents.
- More fuel reduction in WUI areas.
- Continue tree canopy program.
- More QR codes around town (like parks) so people can get connected to information.
- Less black asphalt that raises heat, more white concrete.
- More sidewalk connectivity.
- More spending on education on water usage information.
- Removed trees need to be replanted in that area (not elsewhere in the City).
- Areas with lower tree canopy need higher tree requirements.
- More lawn alternative promotion, not just SpokaneScape.
- New Hillyard there are big oil tanks that burp oil smells into homes, cause air quality issues.
- Make the things that have and have not worked known; tell residents about known issues.
- More mail fliers of education, not just online.
- More education on fire wise and fuel reduction programs the City is already doing.
- Install solar panels over parking lots.

Station 8: Developing Climate Policies

In order to help develop climate and resiliency policies, community members were presented with top themes heard throughout the earlier phase of climate planning engagement. With those in mind, participants were then asked to identify any other topics of importance:

AGENDA

- Trees:
    - Require in new development
    - Leave existing trees in new development
    - Active City involvement in tree planting (don't require residents to request trees, ask them if they want trees)
- Oversight of street trees to support maintenance and growth to ensure trees live
- Swales

Station 9: Environmental Justice

Community members were presented with the definition and ways to assess environmental justice, in order to support state required policies within the Comprehensive Plan. Participants were then asked to provide ideas on how the City of Spokane can support environmental justice:

- Connect bicycle network and make e-bike traffic less dangerous.
- Expand the transportation network for bike and pedestrian connectivity.

Station 10: Prioritizing Climate Policies

In addition to identifying potential climate and resiliency policies, the climate planning effort will include a prioritization process. Community members were asked to identify the top criteria they believed should be weighted more heavily than others. Resilience received 1vote, Equity received 1 vote, Climate Pollution Reduction received 1 vote, Logistics received 1 vote, and Risk received 1 vote.

Community members there then asked to identify any other criteria that should be considered:

- Prioritize policies with city action rather than informational or "encouraging" resident action.
- Improvement to tree canopy (increase oversight and assistance, reduction of water costs to water trees, tree health support)

AGENDA

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Memo

Re: District 2 Future Growth and Guiding Policies Community Workshop

The District 2 Future Growth and Guiding Policies Community Workshop occurred on November 5, 2025 at Ferris High School. **Approximately 40 community members attended.** Feedback received at each station activity is summarized below. A full engagement summary of the workshop series will be developed at a later date.

Station 1: Guiding Policies

Community members were asked to write down what topics they want to make sure are addressed in the Comprehensive Plan to help identify potential gaps in the proposed amendments:

- Don't use broad terms in Comprehensive Plan
- Levels of service, especially for fire

Station 2: Displacement

After being told about three different types of displacement (physical, economic, and cultural), community members were asked what causes to housing and small business displacement are they most concerned about. Additionally, how could the City address them?

The comments included:

- Affordable Housing
- Address vandalism to support businesses
- Concerned about gangs for both housing and small businesses
- Lack of pedestrian infrastructure and transit
- High insurance for homes in the WUI, mitigate wilfire risk
- Corporate rental ownership
- Tree desert/heat island in certain neighborhoods
- Increase tree canopy
- Codes that require solar cooling
- Control rents
- Increase bus routes
- Create more pedestrian friendly streets
- Build roads before new development
- High housing costs

AGENDA

- Losing property insurance
- City should work with the State on housing costs and insurance loss

Station 3: Land Use Schema

Community members were asked to provide feedback on proposed land use designations to implement the future growth of the Spokane. Specifically, they were asked what uses should be allowed in the different land uses and were should the land use be located. Participants reflected on the following land uses:

- Urban Agriculture:
  - Preserve, no other use allowed.
- Residential Low:
  - Allow businesses catered toward people walking
  - Allow neighborhood input on a project-by-project level for other uses
  - Allow coffee shops, gathering spaces, and bookstores
  - Develop incentives for neighborhood businesses
  - Prioritize historic/adaptive reuse over new development (both commercial and residential)
  - Commercial and residential can coexist as long as the scale and auto vs pedestrian uses match each other in intensity.
  - Locate near centers and corridors and other high intensity uses.
- Commercial:
  - Zoning requirements for gas stations and convenience stores related to sober living and other affordable housing services.
- Centers and Corridors:
  - Do not allow drive-thrus, gas stations or any other auto-oriented uses.
- Open Space:
  - Should include parks and natural open space.
  - Preserve open space.
  - Protect trees during development, including on private property.

Station 4: Growth Alternatives

Community members were presented with the three Growth Alternatives being evaluated as part of the PlanSpokane 2046 Periodic Update process. Alternative 1 (Stay the Course) represents the current growth strategy. To address recent state legislation, Alternative 2 (Distributed and Balanced) and Alternative 3 (Center City and Regional Hubs) were developed out of earlier visioning and scoping engagement. After reviewing the proposed maps and a snapshot of environmental impact evaluation comparisons between the three alternatives, community members were asked to vote on their preferred growth strategy. Alternative 1 received 0 votes, one vote was cast for a middle option between Alternative 1 and Alternative 2, Alternative 2 received 6 votes, and Alternative 3 received 2 votes.

AGENDA

Participants who did not fully prefer one alternative over another, as well as those who did make a selected, were asked to identify their likes and dislikes of potential growth options, as well as other considerations for future growth. Those comments included:

- Direct growth to Garland/Perry/Downtown/areas already with growth and not within neighborhoods with limited parking and emergency access.
- Direct growth away from mature trees and rock formations.
- Distributed housing and transportation needed.
- Alternative 2 & 3 should both focus on TOD and increased affordable housing.
- Large subdivisions should have traffic lights to exit to accommodate surrounding growth.
- Duplexes built and sold as duplexes are not selling/not affordable; concerns over affordable housing in alternatives.
- Parking requirements should be 1 space per unit.
- Need safe crossings to bus stops/park and rides.
- High intensity housing can be isolating, community hubs are needed.
- Increase housing downtown; get more people visiting downtown.
- Locate mix-use along NS Corridor interchanges.
- Address Airway Heights growth impact on access to water.
- Concerns over Division traffic and conflict of businesses, curb cuts.
- Infrastructure needs to be in place before continuing to allow new development (Freya Lower South Hill highlighted).
- More mixed-uses everywhere; less areas with single uses.
- Locate employment and industrial uses on edges of the city.
- Provide/expect commercial uses to pop up around employment.
- Provide more attractions; things for groups/teens to do together.

Station 5: Map Your Future Spokane – Mixed-Uses

Through a mapping exercise where different color pins represented different types of mixed-use designations, community members were asked to identify where they thought different sizes and scales of mixed-use development should be located throughout the City. In general, participants had few locations they wanted mixed-uses to be located. However, MU-TOD was identified for Market Street, North Monroe, and portions of Ruby. MU-3 was identified on West Sunset Boulevard.

In addition to pin placement, addition comments included:

- MU-2 should be everywhere.
- No neighborhood businesses, there is no parking.

AGENDA

- No Latah-Cannon Corridor plan; all the traffic, no plan.
- No mixed use in neighborhoods, protect neighborhood from exploitive development.
- Want to see more intensity at arterials, then higher commercial, and finally residential.
- Want a transportation plan for Cliff-Cannon; there's no future plan considering 195 and I-90 ramp.

Station 6: Map Your Future Spokane - Transportation

Through a mapping exercise that included stickers that indicated preferred development types and street upgrades, community members were asked to identify what type of street improvements and destinations they want to see along major transit stops throughout Spokane. In general, community members indicated wanting street trees along Ruby and Division, as well as downtown; improved bike connections north of Francis Avenue in the northwest, in South Logan at Mission and Hamilton, near Spokane Community College, and near Ray Street, Regal, and other areas in South Spokane; separate bike lanes at Wellesley and Driscoll Boulevard, within Latah Valley, and in various locations near downtown and just south of I-90 in the southwest; bus route improvements near Vinegar Flats and within Latah Valley; bus shelters throughout Latah Valley and on Ray Street; speed management along Grand Boulevard; and new and improved crosswalks throughout the southwest. Additional improvements, largely in in the southwest, include emergency services, improving bridges, new sidewalks, fixing of roads, lighting, and new intersection.

Station 7: Planning for Climate

Community members were asked to identify what actions they want the City of Spokane to take to support local climate resiliency. Those comments included:

- Create trails that are more like dog parks
- Support engaged and active citizenry for resiliency
- Expand safe bike and walking to grocery stores
- Responsible and equitable development
- Increase density and make it easier for residents to do that themselves
- More trees and shade along trails
- Ban wood burning fireplaces
- Create urban public garden inside parks
- Encourage TOD
- Encourage safe streets for bikes and pedestrians; protected bike lanes, more crosswalks
- Expand bike in infrastructure
- More walkable neighborhoods (i.e. 29th and Grand area
- Canon area lost lots of trees, not replanted by new development
- People drink PFAS and then it moves through sewer pipes and treatment

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- Sewer infrastructure in Canon is old and breaks often
- Lack of parking becomes a safety and resiliency issue
- Incentivize more tree canopy in lower areas but maintain aging tree canopy (especially in aging demographics)
- Water quality of PFAS in mystic falls/garden spring due to development
- More dense development so there is less cross through traffic to sprawling suburbs
- Enable neighborhoods to create more social capital and be able to take action and help issues
- Incentivize responsible development
- Solar on rooftops before green spaces
- Money, investment, and code is very car focuses and needs to be more holistic
- Toolkit for tactical urbanism (empower communities to improve areas themselves)
- Life flight should use major corridors to reduce residential and wildlife noise pollution
- Expand historic preservation, create culture like Canon
- Fix challenging areas for biking (hills make it impossible and dangerous to bike, even with e-bikes)
- NSC will bring more car infrastructure and needs to be more resilient and multimodal
- Development should not be in neighborhoods
- Maintain our strong tree canopies
- Need more protected bike lanes
- Extend existing bike lanes, don't just stop the bike lanes suddenly
- Development should not remove trees, plants, and Spokane's distinct environment
- Rain retention facilities requirements should be stronger
- Bike lanes with multiple lines helps enforce walking
- Ensure social capital is created during development
- Green roofs
- More walking paths
- Stronger codes to maintain tree canopy
- Need to have an acknowledgement of growth/our limits

Station 8: Developing Climate Policies

In order to help develop climate and resiliency policies, community members were presented with top themes heard throughout the earlier phase of climate planning engagement. With those in mind, participants were then asked to identify any other topics of importance:

- Recognize limits to growth.
- Prioritize protection of mature trees and iconic basalt rocks.
- The new infill law is destroying mature trees and neighborhoods.
- No mixed-use growth in the middle of neighborhoods.
- Bike infrastructure
- Walkable neighborhoods
- Public Transportation in Latah Valley
- Protect trees
- Require parking spaces for all units, change setbacks to 5-feet, change lots from 20 to 50 foot minimum.
- Sponsor new windows for historic homes.
- Convert unused city property to public pea patches.
- Growth numbers should consider possibility of climate refugees.

Station 9: Environmental Justice

Community members were presented with the definition and ways to assess environmental justice, in order to support state required policies within the Comprehensive Plan. Participants were then asked to provide ideas on how the City of Spokane can support environmental justice:

- Plant more trees
- More bike lanes in all communities
- Community infrastructure built now to we have it when growth occurs
- Sound walls along freeways to protect housing
- Reducing pollution in low-income areas
- Walkable neighborhoods for everyone

Station 10: Prioritizing Climate Policies

In addition to identifying potential climate and resiliency policies, the climate planning effort will include a prioritization process. Community members were asked to identify the top criteria they believed should be weighted more heavily than others. Resilience received 6 votes, Equity received 3 votes, Climate Pollution Reduction received 4 votes, Logistics received 1 vote, and Risk received 2 votes.

AGENDA

Community members there then asked to identify any other criteria that should be considered:

- Without resilience, we will have a hard time delivering on the other policies
- Clear out underbrush in fire risk areas.
- Inequitable impact e.g. when you add a historic district, you reduce the value of the homes surrounding the historic district.
- Ban wood burning fireplaces.
- Tighten controls on vehicle emissions.
- Stop consolidating poverty; spread out affordable housing outside of poverty-stricken neighborhoods.
- Balancing costs and benefits to ensure prospective business ventures aren't too impacts.
- Stop allowing shelters in areas with no services.

AGENDA

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Memo

Re: District 3 Future Growth and Guiding Policies Community Workshop

The District 3 Future Growth and Guiding Policies Community Workshop occurred on November 18, 2025 at Salk Middle School. **Approximately 20 community members attended.** Feedback received at each station activity is summarized below. A full engagement summary of the workshop series will be developed at a later date.

Station 1: Guiding Policies

Community members were asked to write down what topics they want to make sure are addressed in the Comprehensive Plan to help identify potential gaps in the proposed amendments:

- Accessibility (housing and public space)
- Mixed-use housing in neighborhoods to make more "hubs" instead of strip malls
- More greenways and trails like Centennial; need north/south connections
- Protected bike lanes, not just painted ones
- Allow for more mixed use in established neighborhoods
- Allow for more walkable neighborhoods
- Sidewalks in existing development, not just new development
- Programs for homeless residents like jobs, including helping clean up neighborhoods
- Third spaces
- For elderly and disabled residents, walkable also means sittable
- Context sensitive design standards, especially in historic centers
- Sidewalk safety (e.g. electric scoots and conflicts with pedestrians)
- Require more design variety within new developments
- Create quality and beautiful places to live
- Less dependence on vehicles
- Allow for or encourage local services, restaurants, or grocery stores in neighborhoods
- Organize road construction planning so that if a main north/south roadway is under construction, you wait on further north/south projects

AGENDA

- Increase pedestrian safety at uncontrolled intersections on large roads, especially one way roads

Station 2: Displacement

After being told about three different types of displacement (physical, economic, and cultural), community members were asked what causes to housing and small business displacement are they most concerned about. Additionally, how could the City address them?

The comments included:

- Lack of low friction transit
- Lack of public spaces free from oppression
- Please always consider small business impact when considering taxes
- Greater options in affordable housing (location, size, etc.)
- Density transition, no high-rise next to single unit homes
- Building getting torn down for parking lots or mall centers
- Mixed use housing can balance both
- Vacant lots/parking lots sitting unused

Station 3: Land Use Schema

Community members were asked to provide feedback on proposed land use designations to implement the future growth of the Spokane. Specifically, they were asked what uses should be allowed in the different land uses and were should the land use be located. Participants reflected on the following land uses:

- Residential Low:
    - Consider impacts of less on-site parking
    - Allow small mixed uses (cafes, etc.) and embrace being an urban area
    - Allow mixed-use spaces, community spaces, community gardens, parks, and walkable third spaces.
    - No gas stations
    - Allow for small scale medical uses (e.g. dentist) near hospital district
    - Need transition between low- and high-density areas
- Residential High:
    - Needs to be expanded into existing lower scale residential, such as near transit or in close proximity to amenities
- Commercial:
    - Mixed use needs to be expanded
    - Take advantage of vacant commercial areas to add businesses or apartments
- Centers and Corridors:

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    - No hostile architecture
    - Locate throughout Division once NSC is complete and traffic reduces
- Downtown:
    - Allow taller buildings and bigger business spaces
- Industrial:
    - Encourage adaptive reuse of existing spaces
- Open Space:
    - Undeveloped parks with trails, not every park needs big grass fields
    - Accessible open space
    - Mountain biking
    - 100% of the river should be public park

Station 4: Growth Alternatives

Community members were presented with the three Growth Alternatives being evaluated as part of the PlanSpokane 2046 Periodic Update process. Alternative 1 (Stay the Course) represents the current growth strategy. To address recent state legislation, Alternative 2 (Distributed and Balanced) and Alternative 3 (Center City and Regional Hubs) were developed out of earlier visioning and scoping engagement. After reviewing the proposed maps and a snapshot of environmental impact evaluation comparisons between the three alternatives, community members were asked to vote on their preferred growth strategy. Alternative 1 received 0 votes, Alternative 2 received 5 votes, and Alternative 3 received 1 vote.

Participants who did not fully prefer one alternative over another, as well as those who did make a selected, were asked to identify their likes and dislikes of potential growth options, as well as other considerations for future growth. Those comments included:

- Development is currently happening below bluff, create transitional uses to reinvent the area.
- Alternative 2 plus downtown revitalization preferred.
- Allow Browne's Additional uses through the city/neighborhoods.
- Alternative 2 improves already existing sprawl in city limits, Alternative 3 avoids sprawl.
- Neighborhood hubs needed throughout, create economic areas in neighborhoods.
- Alternative 2 has housing more accessible to all parts of the city and spread impacts.
- Plan around future light rail.
- Balanced alternative allows for areas to grow and revitalize more.
- Do not focus on downtown, people do not visit as often as other parts of the city.
- To change behavior, give a better alternative; carrot needed first.
- Pedestrian only streets or golf cart/scooter only streets needed.
- Need easier access to bus routes like Division.

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- Downtown focus creates opportunity for more housing and revitalization/reuse of existing buildings.
- Alternative 2 preferred, but with preservation of historic buildings, revitalize or reuse buildings.
- The investment downtown of Alternative 3 is a good priority to avoid businesses leaving.
- Like the mixed uses in north Spokane but want downtown focus as well.
- Housing does not fix homeless problems, need other solutions like centralized facilities.
- Take advantage of areas already changing – vacant areas, industries that moved.
- Downtown expansion plus the connectedness along the streets and transit lines.
- Reuse abandoned commercial buildings for housing.
- Increase middle housing everywhere.
- Job growth is important; make sure we are encouraging industries and not just mixed-uses.
- Like a multi-block approach to intensities (like Alt 3 downtown) over less depth along transit lines.
- Downtown as a primary working hub allows for investments to make it a safe and appealing destination.

Station 5: Map Your Future Spokane – Mixed-Uses

Through a mapping exercise where different color pins represented different types of mixed-use designations, community members were asked to identify where they thought different sizes and scales of mixed-use development should be located throughout the City. In general, respondents wanted respondents wanted MU-TOD along Hamilton, North Monroe, and along the northernmost portion of Nevada Street; MU-1 between Northwest and Balboa/South Indian Trail neighborhoods, on North Monroe, and near the Shadle Library on Wellesley; MU-2 along Indian Trail Road; and MU-3 in the southwest corner of Manito/Cannon Hill, within Audubon/Downriver, and in Northwest.

Station 6: Map Your Future Spokane - Transportation

Through a mapping exercise that included stickers that indicated preferred development types and street upgrades, community members were asked to identify what type of street improvements and destinations they want to see along major transit stops throughout Spokane. In general, community members indicated wanting more street trees along Ruby and Division, Browne's Addition, and near Illinois Avenue; wider sidewalks on Division in downtown; lighting on Grand and south of Wellesley; bus shelters along Division; increase bus times near Government Way; better connected areas in Northwest and Audubon/Downriver as well as just south of downtown; improved intersection at near Freya and 5th Avenue; wayfinding near Maple/Walnut; and reduced speeds new Wellesley and Driscoll Boulevard.

AGENDA

In addition to sticker placement, addition comments included:

- There is no access from housing to river between TJ Meenach and Seven Mile.
- Close some intersections along Driscoll at A and C streets, they are dangerous and confusing.
- Increased (bus?) access and frequency to airport.
- Better "barriers" needed for separated bike lanes.
- Browne's Addition/Downtown need pedestrian and bike connection improvements at Maple and 1st/Pacific/Riverside.

Station 7: Planning for Climate

Community members were asked to identify what actions they want the City of Spokane to take to support local climate resiliency. Those comments included:

- Provide good resilient tree typers that don't cause damage to pipes.
- Help connect homeowners with getting weatherization like insulation (both knowledge and resources).
- Discourage the purchasing of big gas guzzling trucks, SUVs, etc.
- Support the replacement of trees when they need replanted
- Make our neighborhoods more beautiful and bring community pride
- Tree maintenance subsidies
- Fire hazard mitigation for homeowners
- Ensure trees are watered, when people quit watering their yards in the summer, they also don't water the trees
- Developers need to plant higher age and mature trees
- Equal investment opportunities into neighborhoods
- Work with local areas, including Idaho, to maintain/preserve climate
- Use more fire safe housing material in new developments
- Targeted partnerships to get better air filters for the community
- More signage about issues like heat islands, where/when they are happening
- Take a position as a city to go solar, provide information to connect to contractors or best products
- More coverage of trees throughout Spokane
- Need formal river access for non-car residents between TJ Meenach and 7-Mile
- More trail and native preservation little parks
- Look at housing ages to determine places to target aging tree replacement
- Quit encourage people to remove yards, instead of drought tolerant, most people are landscaping with rock and amplifying the problem.
- Do more that just Avista providing energy efficiency

AGENDA

- Urban re-forestation tree planting subsidies
- Raise subsidy help by a sliding scale
- Window upgrade help to reduce energy cost

Station 8: Developing Climate Policies

In order to help develop climate and resiliency policies, community members were presented with top themes heard throughout the earlier phase of climate planning engagement. With those in mind, participants were then asked to identify any other topics of importance:

- No additional power to AI facilities, it will create more pollution
- More bus only lanes to make public transit faster, cheaper, and quicker
- SpokaneScape: incentive model is helpful, but businesses are exempt
- More improvements to bike infrastructure and consistent connectivity throughout neighborhoods
- Tree and native landscaping
- Better park and transit accessibility for walkable neighborhoods
- Tree canopy
- Promotion of local community solution for addressing climate
- Address financial barriers
- Low/zero friction public transit
- Shade
- Intersection of natural and built environment
- Mental and physical health
- Low-cost improvements to support biking
- Education around benefits of tree canopy
- Incentivize tree planting on the north side of the city
- Hold businesses more accountable
- Trees as physical barriers for bike lanes to improve safety
- Greenhouse gas emissions related to “dead internet”

Station 9: Environmental Justice

Community members were presented with the definition and ways to assess environmental justice, in order to support state required policies within the Comprehensive Plan. Participants were then asked to provide ideas on how the City of Spokane can support environmental justice:

- Support bicycle use and protected bike lanes
- Fruit and nut trees in public spaces, not ornamental fruit trees
- Protected bike lanes and bus only lanes
- Supporting walkable neighborhoods for community development
- Fund solar panel
- Heat mitigation in neighborhoods, especially East Central

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- City should provide funding opportunities for climate change mitigation activities
- Supporting pedestrian transportation
- Leaf removal should happen in West Central, equal access to resource
- More advertising for Spokanopy and SpokaneScape
-

- Safer roads
- Support equity in neighborhoods impacted by freeways through noise barriers, reinvestment without gentrifying
- More bus rapid transit throughout the city
- Stop watering public spaces that aren't parks

Station 10: Prioritizing Climate Policies

In addition to identifying potential climate and resiliency policies, the climate planning effort will include a prioritization process. Community members were asked to identify the top criteria they believed should be weighted more heavily than others. Resilience received 8 votes, Equity received 5 votes, Climate Pollution Reduction received 7 votes, Logistics received 5 votes, and Risk received 1 vote.

Community members there then asked to identify any other criteria that should be considered:

- Legislative control to create solutions
- How to reduce homelessness/outdoor sleeping to make people less vulnerable
- Build equity into each criterion

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Memo

Re: Citywide Future Growth and Guiding Policies Community Workshop

The Citywide Future Growth and Guiding Policies Community Workshop occurred on November 19, 2025 at the Central Library. **Approximately 35 community members attended.** Feedback received at each station activity is summarized below. A full engagement summary of the workshop series will be developed at a later date.

Station 1: Guiding Policies

Community members were asked to write down what topics they want to make sure are addressed in the Comprehensive Plan to help identify potential gaps in the proposed amendments:

- Art districts
- Neighborhoods being distinct
- Overnight daycares
- Spark House
- Address land speculation
- Shopping District (Monroe, Garland)
- Indoor swimming pools for the winter
- Trails
- Action plan for incentivizing affordable, dense housing
- Daycare centers
- Conservation/migration corridors to connect to County corridors
- Promoting outdoor activities in the winter e.g. park use in the winter, SCC pool
- Addressing employment and job creation
- Ensuring adequate levels of transportation/transit opportunities to reduce single occupancy vehicles
- Aim to make all playgrounds and parks accessible
- Natural playgrounds
- Shoreline master planning

Station 2: Displacement

After being told about three different types of displacement (physical, economic, and cultural), community members were asked what causes to housing and small business

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displacement are they most concerned about. Additionally, how could the City address them?

The comments included:

- Faster permit processing
- City should be involved in public housing development
- High housing costs are a concern
- Mobile home park developments being replaced by affordable multi-family housing
- Business displacement due to neighborhood perception of safety
- Lack of housing inventory to keep up with population increases

Station 3: Land Use Schema

Community members were asked to provide feedback on proposed land use designations to implement the future growth of the Spokane. Specifically, they were asked what uses should be allowed in the different land uses and were should the land use be located. Participants reflected on the following land uses:

- Urban Agriculture:
    - Allow flower growers, small vegetable and fruit farmers market-type food production
    - Locate to avoid impacts of potential pesticides
- Residential Low:
    - Human-scale and human serving design
    - Allow parking
    - Allow community gardens and indoor community pools
- Residential High:
    - Accessible housing (no stairs)
- Centers and Corridors:
    - Allow multi-family as well as trade/live work makerspaces
    - Do not allow drive throughs
- Institutional:
    - Incentives apartments
    - Community pools
- Open Space:
    - Allow indoor community pools
    - Provide enough parks/trails so those in dense areas/apartments have a place to go outside

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Station 4: Growth Alternatives

Community members were presented with the three Growth Alternatives being evaluated as part of the PlanSpokane 2046 Periodic Update process. Alternative 1 (Stay the Course) represents the current growth strategy. To address recent state legislation, Alternative 2 (Distributed and Balanced) and Alternative 3 (Center City and Regional Hubs) were developed out of earlier visioning and scoping engagement. After reviewing the proposed maps and a snapshot of environmental impact evaluation comparisons between the three alternatives, community members were asked to vote on their preferred growth strategy. Alternative 1 received 0 votes, Alternative 2 received 9 votes, and Alternative 3 received 3 votes.

Participants who did not fully prefer one alternative over another, as well as those who did make a selected, were asked to identify their likes and dislikes of potential growth options, as well as other considerations for future growth. Those comments included:

- North/South and East/West connection in Alternative 2 is a positive
- Diversity of locations is positive for clients/investors; "diversity of options"
- Use land along Government Way/West Hills
- Alt 2 creates bridge between neighborhoods
- Protect agricultural lands; encourage regenerative agricultural practices
- Like NW mixed use proposal
- East/West supported in Alt 2 along Wellesley and Francis
- Alt 3 plus Wellesley, E/W connection
- Like mixed use along NW Boulevard in Alt 2
- Alter 2 favors more positive distribution but also add corner stores
- Neither alternative focus on connecting smaller areas
- Encourage arts through home occupation
- Alternative 2 needs the medical focus and should include better transit for shift work for medical staff
- Watch out for community displacement in West Center/Broadway
- Push heavy industrial outside of city limits
- Health impact to neighborhoods should be analyzed
- Add home occupation for mix of jobs/uses
- Need traffic calming at Broadway in West Central
- Ensure professional buildings are also part of mixed-use areas, not just retail/food
- For industrial areas where residential areas can be allowed, expand the tree canopy
- Need to address transportation
- More mixed-use and corner stores with pedestrian emphasis
- Need code enforcement for parking in Cannon
- Maintain Center and Corridors

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Station 5: Map Your Future Spokane – Mixed-Uses

Through a mapping exercise where different color pins represented different types of mixed-use designations, community members were asked to identify where they thought different sizes and scales of mixed-use development should be located throughout the City. In general, respondents wanted respondents wanted MU-TOD near the Shadle Library on Wellesley, along Market Street in Hillyard, on North Monroe, along Mission, in parts of downtown and Cliff-Cannon, and in areas on 29th; MU-1in north Five Mile Prairie, in parts of Audubon/Downriver and West Central, and downtown; MU-2 in Shiloh Hills, Northwest, and North Hill and in areas along 29th; and MU-3 in multiple areas spread out through Comstock, Latah/Hangman, Lincoln Height, East Central, Cliff-Cannon, Manito/Cannon Hill, Chief Garry, Audubon/Downriver, Bemiss, and Whitman.

In addition to pin placement, addition comments included:

- No more drive throughs
- Need parks and trails in Hillyard
- Design for less disruption in displacement
- Cannon's Addition concern over privacy with height differences
- Cannon's Addition needs transportation management
- More health and transportation access in West Central
- Trades academy
- 24-hour day care
- Designated business district/center/corridor down east Broadway of West Central
- Trade and maker spaces in West Central
- "Sparkhouse" at McKinley School, various locations throughout City
- Create protections against displacement in Chief Garry around City Line stopes, including increasing resources for community
- Increase Pedestrian/Bike Infrastructure along Northwest Boulevard

Station 6: Map Your Future Spokane - Transportation

Through a mapping exercise that included stickers that indicated preferred development types and street upgrades, community members were asked to identify what type of street improvements and destinations they want to see along major transit stops throughout Spokane. In general, community members indicated wanting increase bus access in downtown, along Grand Boulevard, out towards the airport, and near Northwest Boulevard; bus shelters on Wellesley in West Central; downtown wayfinding, seating along Wellesley, Northwest Boulevard, Division, Market, Grand Boulevard, and Regal; improved or new crosswalks on Northwest Boulevard and near Monroe Street, as well as near Trent Avenue and on Francis; intersections throughout northwest Spokane; street trees in East Center and downtown; and greater and safer bike connectivity along Division, between Division and Monroe, and on Grand.

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In addition to sticker placement, addition comments included:

- On Grand Boulevard from 9th to 29th, add center turn lane, remove parking, and add bike lanes.
- Increase separated protected bike connectivity north/south away from Centennial Trail
- Double decker bus cut frequency of the 6, not frequent enough
- Slow down one-way couplets or remove them
- No in-town highways
- Potential for strong transit connectivity with Valley-BRT or light rail on Sprague Avenue
- Add pedestrian mall/mid lane island to Main Street
- Create school streets and shared streets
- Finish the envisioned boulevard plan for Regal Steet through Southgate District Center
- On Washington, Howard, and Post flip bike lane and parking
- Push Monroe Road Diet down to Kendall Yards
- Recommended bus routes, including to natural areas like Mt. Spokane, Little Spokane River, and Bowl and Pitcher
- Slow default neighborhood speeds to 20 MPH
- Climate town videos like park(ing) day
- Grand should have a different type of arterial status
- Micromobility designated spaces/use for daylighting off sidewalk parking
- Blue Moon Nursery will sell and develop
- Develop planned pedestrian natural surface trail along Latah Creek
- Make a one hour bus loop down to Latah through Cliff-Cannon
- Pedestrian path buried in park development
- Trail easement at 11th Ave and bridge

Station 7: Planning for Climate

Community members were asked to identify what actions they want the City of Spokane to take to support local climate resiliency. Those comments included:

- Climate resilience education
- End wood burning fireplaces
- Real penalties for water use abuse
- Park and ride/multimodal transportation system
- Incentivize public transit use
- Encourage water conservation and restrict water use in dry months
- Extreme weather even shelters
- Adon't rely on air conditioners as they just displace heat, use good design

AGENDA

- Increase accessibility of recycling and composting
- Stop logging forests to make room for development, planting street trees does not replace natural forests
- Address growth at the edge of the UGA
- Stop over building lots and not leaving space for trees
- Park and ride as entry way into public transit use

Station 8: Developing Climate Policies

In order to help develop climate and resiliency policies, community members were presented with top themes heard throughout the earlier phase of climate planning engagement. With those in mind, participants were then asked to identify any other topics of importance:

- Indoor spaces to escape to during weather extremes
- Water conservation
- More resources directed to conservation programs
- Street trees, including maintenance
- Food security
- Allow fruit trees near street/sidewalks
- City should partner with property owners to maintain trees to offset costs
- Support creation of more efficient building construction
- Restrict wood burning fireplaces to improve air quality

Station 9: Environmental Justice

Community members were presented with the definition and ways to assess environmental justice, in order to support state required policies within the Comprehensive Plan. Participants were then asked to provide ideas on how the City of Spokane can support environmental justice:

- Low-income renters and homeowners can't easily afford maintenance of sidewalks/trees/bioswales, but these improve their environment; city needs to support neighborhoods by maintaining these elements
- Reduce light pollution
- Protecting elders from heat impacts through tree canopy and programs to reduce costs for AC units
- Land bridge for wildlife crossing (Thorpe and 195); don't just plan for humans
- Increase public indoor pools for year-round use for social and health benefits for kids and elderly
- Amenities like parks and other public places need to be designed to allow vulnerable populations to access during high temperatures

AGENDA

Station 10: Prioritizing Climate Policies

In addition to identifying potential climate and resiliency policies, the climate planning effort will include a prioritization process. Community members were asked to identify the top criteria they believed should be weighted more heavily than others. Resilience received 6 votes, Equity received 7 votes, Climate Pollution Reduction received 3 votes, Logistics received 1 vote, and Risk received 0 votes.

Community members there then asked to identify any other criteria that should be considered:

- Emphasize natural environment as a component of resilience criteria

AGENDA

Welcome!



The City of Spokane is working on a periodic update to the City's Comprehensive Plan as required by the State's Growth Management Act (GMA). This "periodic update" ensures the plan aligns with any changes to state law. The last periodic update was completed in 2017. Since then, the State has added new requirements, especially around climate and housing. Due in June 2026, the periodic update will identify policies and future regulations to guide the next 20 years of our city.



What We're Planning For

Population

Based on growth forecasts for Spokane County, the City of Spokane is expected to gain at least **23,357 new residents between 2023 and 2046,** bringing the City's total population to just over 256,000.

23,357
projected new residents by 2046

Housing Needs

As part of the periodic update, the City of Spokane is seeking to better understand how to support existing housing while addressing future housing needs.

Per state requirements and County allocations, the City of Spokane is expected to need **22,359 additional permanent housing units** between 2020 and 2046. 13,415 of those units are to accommodate new residents, while the remaining units are intended to meet past housing underproduction needs. In addition to a total number of housing units, the City of Spokane is also required to plan for housing by affordability bracket.

22,359
additional permanent housing units needed between 2020 and 2046

Learn more at PlanSpokane.org

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Environmental Impact Statement

Background

As part of the PlanSpokane 2046 process, the City of Spokane is developing an Environmental Impact Statement (EIS), an informational document that provides the City, public, Tribes, and agencies with environmental information to be considered in the decision-making process.

An EIS is required under the State Environmental Policy Act (SEPA) for larger projects, such as significant updates to Comprehensive Plans. An EIS describes potential environmental impacts, reasonable alternatives, and ways to avoid or minimize negative impacts that could result from implementation of policies, informing the Comprehensive Plan Periodic Update.



Draft EIS

The Draft EIS presents three alternatives to test different growth patterns and policies. The City of Spokane will then create a "preferred alternative" based on public input and the Draft EIS evaluation of the range of the alternatives.

The preferred alternative may include any features of the studied alternatives, including a combination of various elements from all of the alternatives. The preferred alternative will be evaluated in the Final EIS.

Final EIS

After public feedback and the selection of a preferred alternative, a Final Environmental Impact Statement will be written that analyzes the chosen path forward.

The Final EIS will also respond to comments received on the Draft EIS.

EIS Topics

- Earth, water quality, and water resources
- Air quality and greenhouse gas emissions
- Plants and animals, including critical areas and habitat
- Land use patterns and urban form, including historic and cultural resources
- Population, employment, and housing
- Relationship to plans, policies, and regulations
- Transportation, including multiple modes and city and state facilities
- Public services: police, fire and emergency medical services, parks, schools, libraries, solid waste
- Utilities: power, water, wastewater, and stormwater

Growth Alternatives

The City is studying three alternatives in the Draft EIS. Each alternative describes different growth strategies.

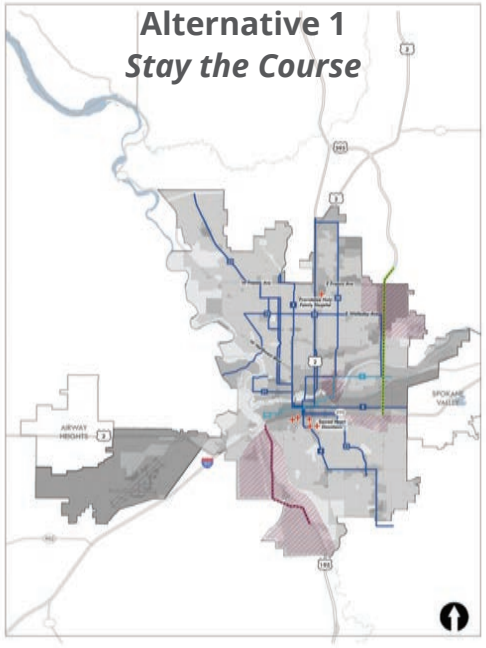
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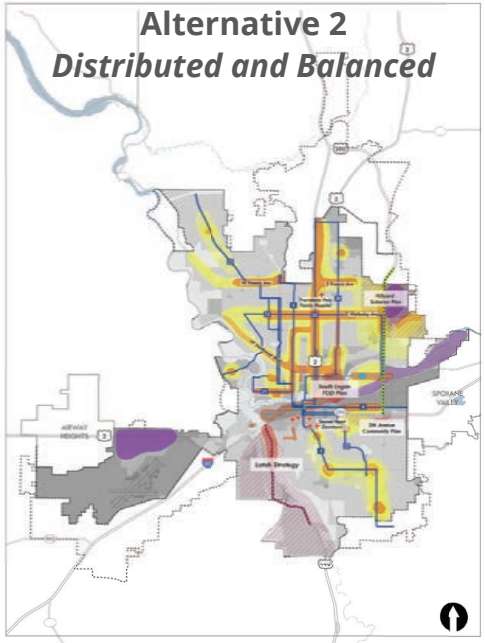
Growth Intensity (Alternative 1)

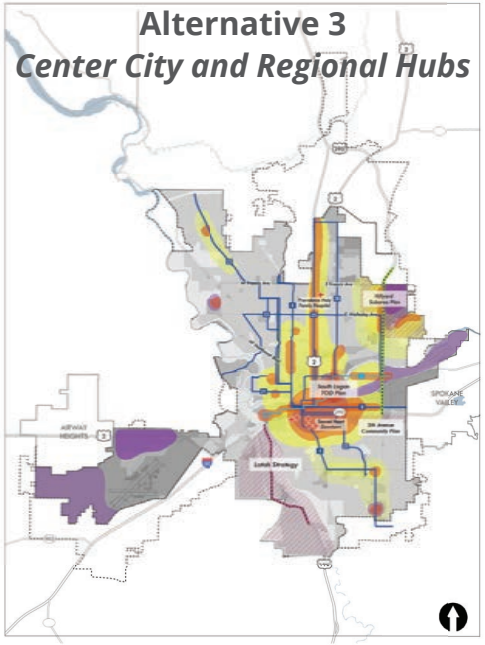
- Low
- Moderate
- Moderate-High
- High

Growth Intensity (Alternatives 2 and 3)

- High Density Housing
- Moderate Density Housing
- Mixed Use / Commercial
- Employment/ Industrial Light
- Employment/ Industrial Heavy







High Density Housing



Moderate Density Housing



Mixed Use / Commercial



Employment/ Industrial Light



Employment/ Industrial Heavy



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Alternatives Comparison *(Preliminary)*

This board shares preliminary environmental impact evaluation results on the natural and built environment. Each table has a table or "report card" with comparison symbols. Impacts may be greater or lesser, or there can be potential beneficial impacts/mitigation measures. The results may change with the completion of the Draft EIS.

There will be a public comment opportunity to weigh in on the alternatives and the Draft EIS evaluation. That will help the City of Spokane create a Preferred Alternative that mixes and matches alternative features and adds mitigation measures that can reduce impacts on the natural and built environment.

Objectives

OBJECTIVES	ALT. 1	ALT. 2	ALT. 3
Meet Periodic Update Requirements	x	✓+	✓+
Accommodate Growth: Housing at All Affordability Levels	✓	✓+	✓+
Accommodate Growth: Jobs	✓	✓	✓+
Clarify the Plan	x	✓+	✓+
Simplify the Plan and Codes	x	✓+	✓+
Protect Critical Areas	✓	✓+	✓+
Fast-Track Desired Growth	x	✓+	✓+
Alignment with Vision Statement	x	✓+	✓+

Ability to Meet Objectives
x Less ✓ More ✓+ Most

Report Card - Natural Environment

NATURAL ENVIRONMENT	ALT. 1	ALT. 2	ALT. 3
Earth, water quality, and water resources: Potential for increased pollution and potential for increased rainfall runoff flows based on housing density distribution.	▼▼	▼	▽
Plants and animals: Potential for habitat conversion, or loss of habitat connectivity			
Center City	△	△	▲
Northwest	▼▼	▼	▼
Northeast	▼	▽	▽
South	▼▼	▼▼	▼▼
West Plains	▼	▼	▼
Strength of Mitigation – Plan and Code Updates.	-	▲	▲

Adverse Impacts
▽ Less Impacts ▼ More Impacts ▼▼ Most Impacts

Potential Beneficial Impacts/Mitigation
- Neutral Impacts △ Moderately Positive ▲ Positive

Report Card - Built Environment

BUILT ENVIRONMENT	ALT. 1	ALT. 2	ALT. 3
Land Use Patterns and Urban Form			
Land use and Urban Form compatibility: Changes in use type between adjacent areas and potential incompatibility.	▽	▼	▼
Environmental Justice: Increased exposure of overburdened populations to light or noise pollution, environmental hazards, or urban heat island effects	▼	▽	▽
Population, Employment, and Housing			
Capacity for Housing and Population Targets	▲	▲	▲
Housing Variety and Affordability	▼	▲	▲
Implementation of Housing Action Plan	△	▲	▲
Growth in Housing Displacement Risk Areas / Increased Housing Supply that Reduces Economic Displacement Pressure	▽/▼	▼/△	▼/△
Job types and quantity and ability to advance City and regional economic development strategies	▲	△	▲
Commercial business economic displacement	▼	▽	▼
Relationship to Plans, Policies, and Regulations	▼	△	△
Public Services			
Citywide demand for police, fire/emergency medical services, schools, parks, libraries, and solid waste	▼	▼	▼
Schools – Spokane School District	▽	▼	▼
Schools – Mead School District	▼	▽	▽
Environmental Justice – Growth in Areas with Health and Social Disparities and Greater Service Demand	▽	▼	▼▼
Utilities			
Power, Water, Wastewater Demand	▼	▽	▽
Power, Water, Wastewater Infrastructure Upgrades	▽	▼	▼
Stormwater Generation	▼	▽	▽
Strength of Mitigation Potential – Plan and Code Updates	-	▲	▲

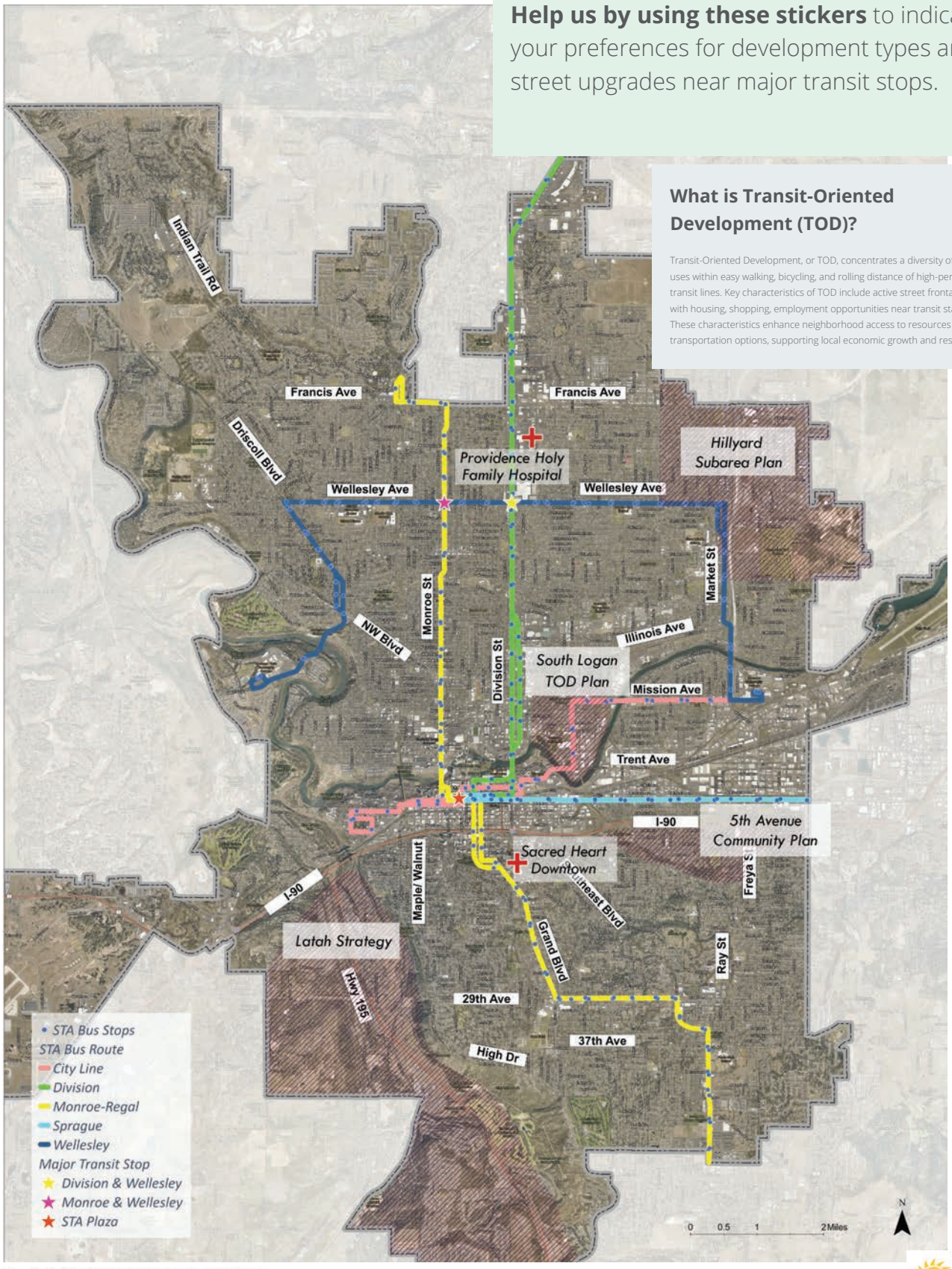
Your Ideas

What features of the different growth options do you like best? What could be improved?

Map Your Future Spokane - Transportation!

What type of street improvements and destinations do you want to see near transit throughout Spokane?

Help us by using these stickers to indicate your preferences for development types and street upgrades near major transit stops.



What is Transit-Oriented Development (TOD)?

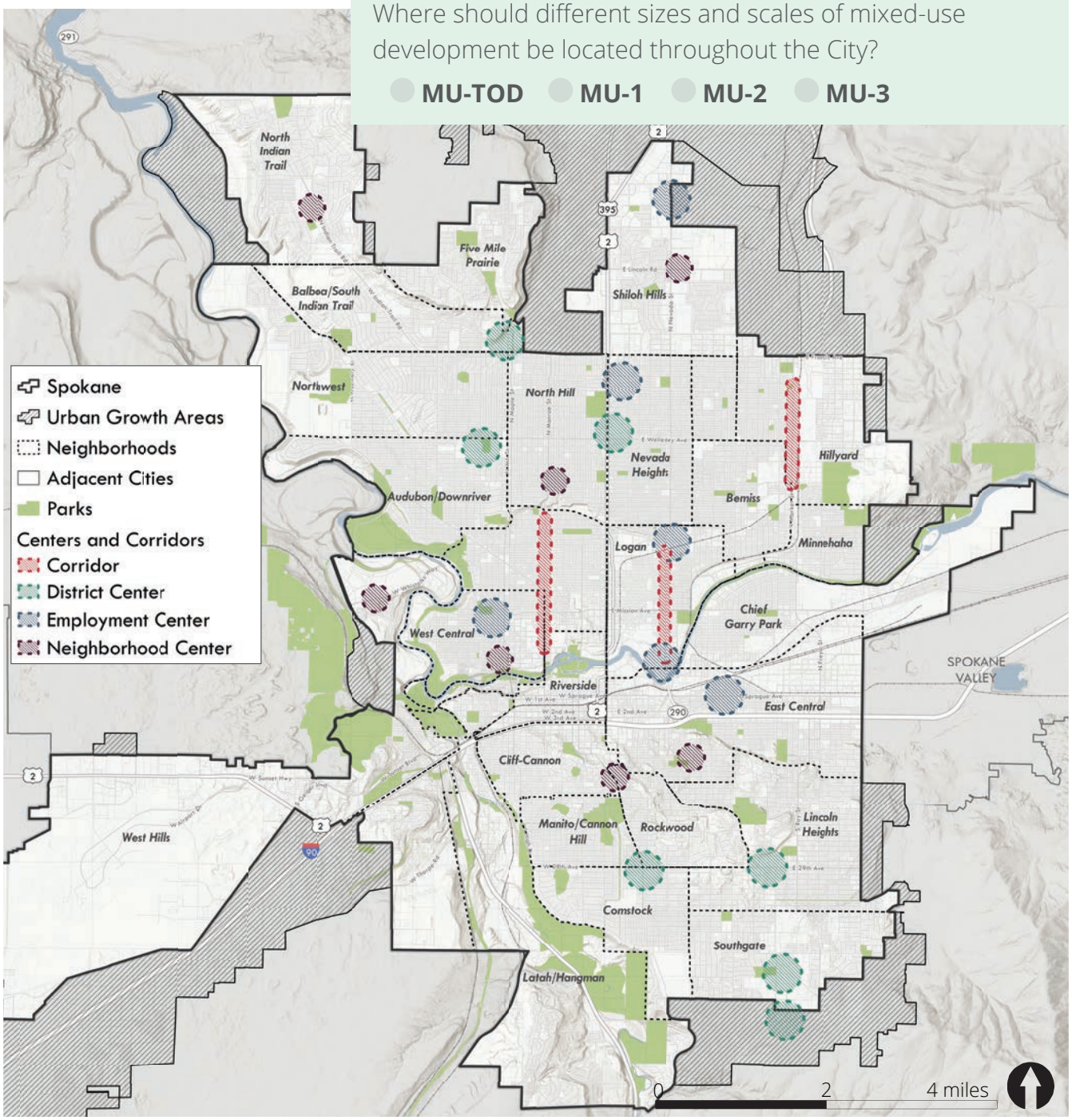
Transit-Oriented Development, or TOD, concentrates a diversity of land uses within easy walking, bicycling, and rolling distance of high-performance transit lines. Key characteristics of TOD include active street frontages with housing, shopping, employment opportunities near transit stations. These characteristics enhance neighborhood access to resources and transportation options, supporting local economic growth and resiliency.

Map *Your* Future Spokane!

Earlier community feedback indicated a desire for more mixed-uses throughout Spokane.

Where should different sizes and scales of mixed-use development be located throughout the City?

MU-TOD **MU-1** **MU-2** **MU-3**



MU-TOD

Transit-Oriented

- Targeted towards vicinity of major transit stops (within 1/4 mile).
- Tallest heights (150').
- Avoids vehicle-serving uses (no drive-thrus, commercial parking lots, etc.).
- No mini-storage
- Greatest provisions for people walking, bicycling, or rolling with assistive devices to access transit.

MU-1

Maximum Flexibility

- "Base" type for Centers and Corridors.
- Maximum amount of land use flexibility.
- Taller heights (90').
- Allow industrial zones where uses are currently industrial.
- Greatest amount of accommodation for people driving (drive-thrus permitted).
- Entirely residential buildings allowed.

MU-2

Small Neighborhood Scale

- Smaller scale and lower intensity than MU-1 zone.
- High amount of land use flexibility, but no self storage
- Moderate heights (75').
- Moderate support for people driving, but no drive-thrus on storefront streets
- Replaces some areas currently zoned Neighborhood Retail.

MU-3

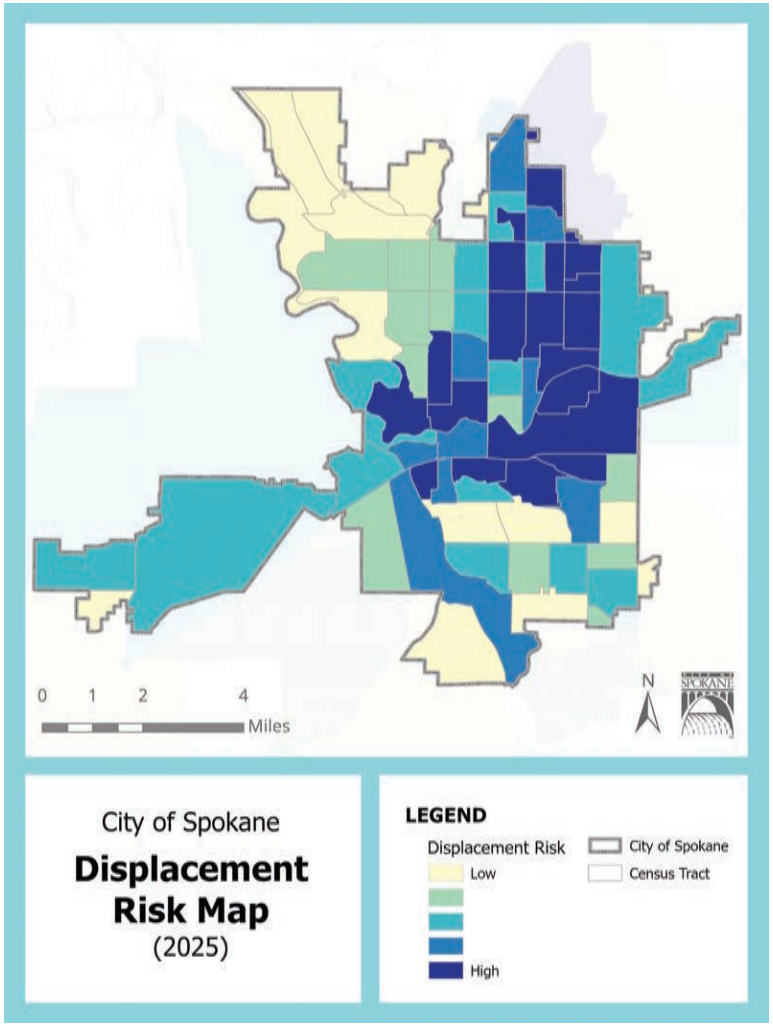
Residential Mixed-Use

- Smallest scale and intensity, targeted towards neighborhood serving uses.
- Can be placed both inside Centers and in residential neighborhoods (limits on driveway spacing, street access)
- Heights similar to neighborhoods (40').
- Large-scale retail/services allowed but only in structures that also provide residential units.
- Focused on accommodating people walking, bicycling, rolling with assistive devices, and accessing transit.

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Displacement



As part of the PlanSpokane 2046 Periodic Update, the City of Spokane has completed analysis to understand displacement risk as we grow. As directed by recent state legislation (HB 1220), the City is working to establish anti-displacement policies.

Common anti-displacement policies include inclusionary zoning, tenant protections, public/private partnerships, tax incentives, community land banks, and development agreements.

There are **three primary types of displacement**:

- **Physical displacement**, which occurs when a project — such as building demolition, renovation, or infrastructure — creates such adverse conditions that a resident can no longer physically stay in their unit.
- **Economic displacement,** which occurs when increasing housing costs create pressure, forcing a household or business to move to a less expensive location.
- **Cultural displacement**, which occurs when changes render a neighborhood quite different, as many cultural institutions leave, creating a sense of isolation for long-term residents.

(Source: MRSC)

Your Ideas

What causes to housing and small business displacement are you most concerned about? How could the City address them?

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Scan here

More information about the displacement analysis, as well as racially disparate impacts, can be found at the Housing Needs webpage

AGENDA

What Can Be Built Where?

Provide feedback on proposed land use designations that will implement the future growth of our city.

What uses should be allowed and where?

What is Land Use?

Land use is essentially **what kinds of uses can be built where.** It guides which uses are compatible in different parts of the City while ensuring the whole City has the right mix of residential, commercial, and industrial uses needed to support a thriving city and economy. For example, an area designated for "mixed use" can have an office, a restaurant, or living units on the same street, while an industrial land use will allow mostly manufacturing or warehouses. Each land use allows different zoning categories within it. Zoning determines the rules and regulations that apply for uses and development for each property.

Land use type	What uses should or should not be allowed?	Where should the land use be or not be located?
 **Urban Agriculture** · Low intensity residential with agricultural uses · Intended for small portions of the City already with agricultural operations		
 **Residential Low** · Single-unit homes and middle housing · Small scale businesses and other public-serving uses allowed		
 **Residential High** · Middle housing and taller/wider buildings with more units · Larger commercial uses than Residential Low		
 **Commercial** · Non-residential uses for living, working, and shopping · Mixed-uses and multi-unit residential in some areas		
 **Centers & Corridors** · Core or "heart" of each Center or Corridor · Other designations will likely be mixed in and around the core area		
 **Institutional** · More intense residential and commercial uses to support colleges, medical centers, and other institutions		
 **Downtown** · Taller buildings and higher density · Range of uses		
 **Industrial** · Range of industrial uses including light industrial like maker spaces and rapid prototyping		
 **Open Space** · Active parks and open space protection in some areas		

Chapter Review

Non-Technical Chapters Available for Public Comment

While there are many studies and projects in progress that will inform Comprehensive Plan updates through PlanSpokane 2046, a big part of any periodic update is a review and assessment of the many existing goals and policies. To this end, the City is undertaking a review of the current Comprehensive Plan, known as the Chapter Review process. Edits to the Community, Environment, and How We Grow Chapters have been made based on legislative requirements, direction from the Spokane Plan Commission, and community engagement.

All comments and recommendations on the non-technical chapters can be sent to PlanSpokane@spokanecity.org.

We encourage the public to include the Chapter name and Goal/Policy number(s) as applicable.

NON-TECHNICAL CHAPTERS

Community Chapters *+ Climate*

- Neighborhoods
- Governance & Participation
- Community Health

Environment Chapters *+ Climate*

- Natural Environment
- Parks and Recreation
- Shorelines *

"How We Grow" Chapters *+ Climate*

- Urban Design
- Historic Preservation
- Economic Prosperity

Technical Chapters *+ Climate*

- Land Use
- Transportation
- Housing
- Capital Facilities & Utilities

Climate will be addressed throughout the update.

**Per state regulations, Shorelines is not due to be updated until 2031.*

Learn more at the Chapter Review webpage

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Guiding Policies

As part of the Chapter Review process, seven non-technical chapters have been reviewed and updated to meet state legislative requirements, recent plans and studies, direction from the Spokane Plan Commission, and ongoing community engagement. These chapters are now out for public comment, with additional changes to each chapter are likely to occur as public feedback is collected, additional analysis is conducted, and a preferred alternative is selected for the final Plan and Environmental Impact Statement (EIS).

Your Ideas

As the chapters of the draft Comprehensive Plan continue to evolve based on community feedback, what topics do you want to make sure are addressed?

Report cards summarizing the current edits to the non-technical chapters indicate how many new, removed, or changed policies are in each chapter. **Learn more at PlanSpokane.org.**

Urban Design and Historic Preservation REPORT CARD

Action	Number of Policies
New Goals & Policies	8
Removed Goals & Policies	3
Changed Goals & Policies (Moved, Change in Direction)	8

Community Health REPORT CARD

Action	Number of Policies
New Goals & Policies	7
Removed Goals & Policies	2
Changed Goals & Policies (Moved, Change in Direction)	5

Economic Prosperity REPORT CARD

Action	Number of Policies
New Goals & Policies	9
Removed Goals & Policies	8
Changed Goals & Policies (Moved, Change in Direction)	5

Local Governance REPORT CARD

Action	Number of Policies
New Goals & Policies	4
Removed Goals & Policies	0
Changed Goals & Policies (Moved, Change in Direction)	2

Natural Environment REPORT CARD

Action	Number of Policies
New Goals & Policies	5
Removed Goals & Policies	3
Changed Goals & Policies (Moved, Change in Direction)	6

Neighborhoods REPORT CARD

Action	Number of Policies
New Goals & Policies	1
Removed Goals & Policies	4
Changed Goals & Policies (Moved, Change in Direction)	5

Parks REPORT CARD

Action	Number of Policies
New Goals & Policies	4
Removed Goals & Policies	2
Changed Goals & Policies (Moved, Change in Direction)	5

Planning for Climate Change in the City of Spokane



The City of Spokane is embarking on a transformative journey to support community resiliency to growing climate hazards. As part of this effort, we're undertaking a major update to our Comprehensive Plan, a foundational document guiding the city's growth. This update, mandated by law and due in 2026, presents a unique opportunity to integrate climate considerations into every aspect of our city's future.

What will the City of Spokane's climate planning do?

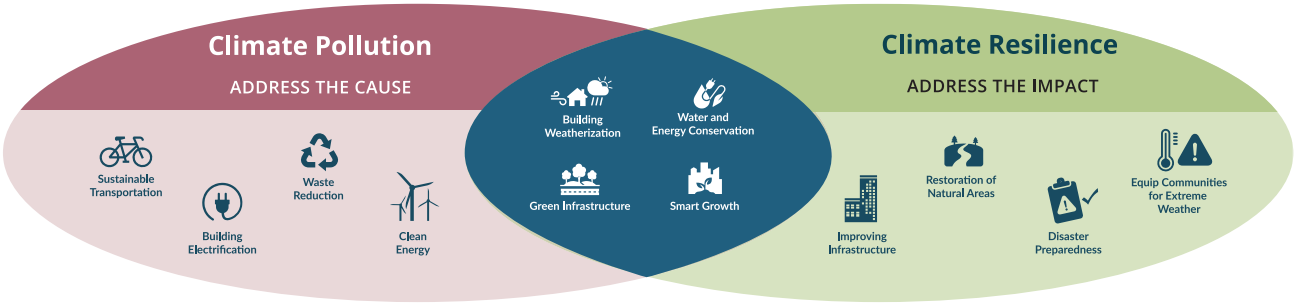
The City of Spokane's climate planning effort focuses on two main areas: reducing climate pollution and building local resilience to climate impacts.

Reduce Climate Pollution

1. Cut pollution from transportation, buildings, and other sources without shifting pollution elsewhere.
2. Expand walkable neighborhoods, bike infrastructure, and reliable public transit to reduce the need for driving.
3. Focus on pollution reductions that prioritize and benefit overburdened communities most impacted.

Build Climate Resilience

1. Prepare for climate hazards like flooding, extreme heat, drought, and wildfire smoke.
2. Protect and enhance green spaces and natural areas.
3. Help everyone prepare and stay safe from the impacts of climate hazards, especially those who are most vulnerable and will feel the effects first and worst.



What actions do you want the City to take to support local climate resiliency?

Write your ideas on a sticky note and place it below.

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FUNDED BY WASHINGTON'S CLIMATE COMMITMENT ACT

City of Spokane climate planning is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at **www.climate.wa.gov**.

AGENDA

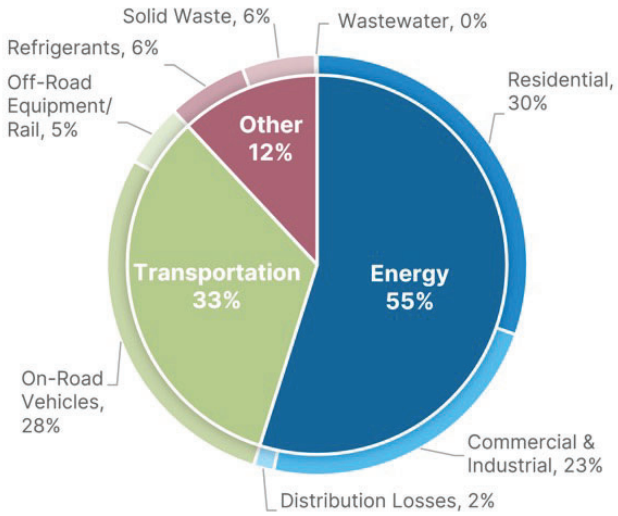
Climate Pollution in Spokane



What is Climate Pollution?

Climate pollution refers to the release of greenhouse gases and other pollutants that can affect the climate. It can cause serious effects on the environment, human health, farming, water supplies, and economies.

Climate Pollution Here in Spokane



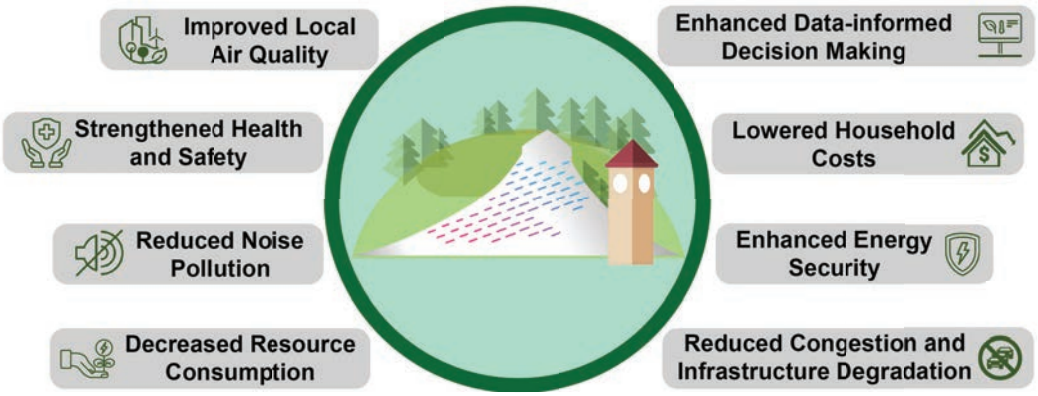
In 2022, the City of Spokane community emitted about 2.28 million metric tons of carbon dioxide (CO_2e), a measure of climate pollution. This is equivalent to the smoke emissions released from 240 square miles of Washington forest burned! The pie chart below shows where this pollution comes from.

This information and your feedback will help Spokane set goals and create plans to reduce pollution from the biggest sources.

Scan the QR Code for more information about the City of Spokane's greenhouse gas emissions.

https://my.spokanecity.org/publicworks/environmental/

Benefits of Reducing Climate Pollution



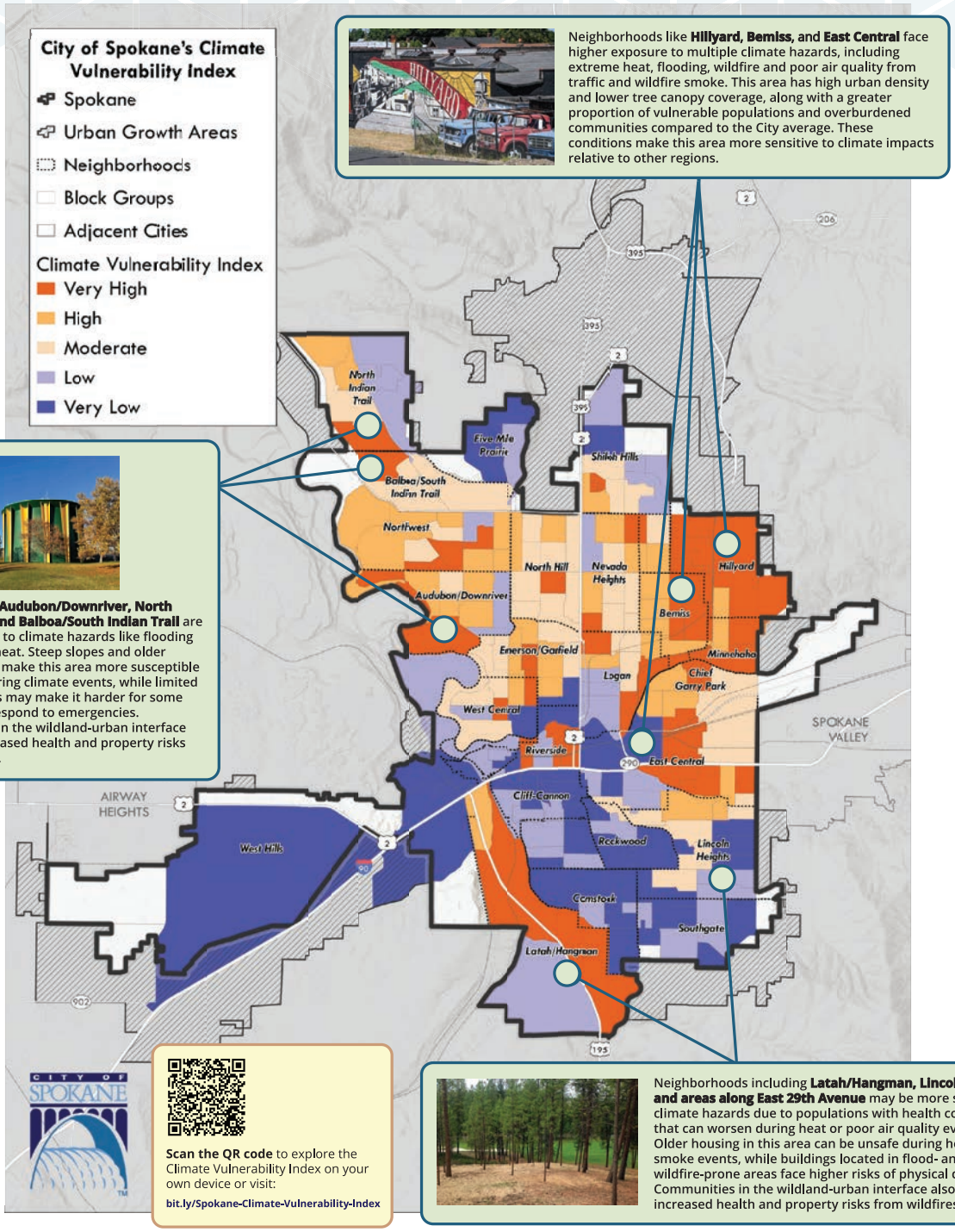
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AGENDA

Spokane's Climate Vulnerability

The City of Spokane created a Climate Vulnerability Index mapping tool to better understand which areas, people, and resources are most at risk from climate impacts like extreme heat and wildfire smoke. The tool looked at over 30 factors, such as exposure to climate hazards and the ability to adapt.

The map shows that some parts of Spokane, like in Northeast Spokane and along the I-90 corridor, have higher overall climate vulnerability relative to other parts of the City. Meanwhile, some areas south of I-90 and on the north end of Spokane have lower vulnerability compared to other parts of the city. This can help inform the City about how to prioritize its resilience actions.



Neighborhoods like **Hillyard, Bemiss,** and **East Central** face higher exposure to multiple climate hazards, including extreme heat, flooding, wildfire and poor air quality from traffic and wildfire smoke. This area has high urban density and lower tree canopy coverage, along with a greater proportion of vulnerable populations and overburdened communities compared to the City average. These conditions make this area more sensitive to climate impacts relative to other regions.



Areas such as **Audubon/Downriver, North Indian Trail, and Balboa/South Indian Trail** are more exposed to climate hazards like flooding and extreme heat. Steep slopes and older infrastructure make this area more susceptible to damage during climate events, while limited transit options may make it harder for some residents to respond to emergencies. Communities in the wildland-urban interface also face increased health and property risks from wildfires.

Scan the QR code to explore the Climate Vulnerability Index on your own device or visit:
bit.ly/Spokane-Climate-Vulnerability-Index

Neighborhoods including **Latah/Hangman, Lincoln Heights, and areas along East 29th Avenue** may be more sensitive to climate hazards due to populations with health conditions that can worsen during heat or poor air quality events. Older housing in this area can be unsafe during heat and smoke events, while buildings located in flood- and wildfire-prone areas face higher risks of physical damage. Communities in the wildland-urban interface also face increased health and property risks from wildfires.

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AGENDA

Developing Climate Policies with Community Input

The City of Spokane is integrating climate considerations into its Comprehensive Plan—the guiding document for how the city grows and develops. The first phase of this work focused on listening to community experiences, assessing how climate change may affect Spokane, reviewing existing plans and policies, and evaluating the city's climate risks and vulnerabilities. The current phase builds on that foundation by revising, adapting, and developing new climate policies to include in the Comprehensive Plan. Your input today will help shape these policies!

Steps to Integrate Climate into the Comprehensive Plan

Phase 1: June 2024–June 2025

Step 1
Cut pollution from transportation, buildings, and other sources without shifting pollution elsewhere.

Step 2
Audit Plan and Policies.

Step 3
Assess Risk and Vulnerability.

Public Engagement: Survey, focus groups, public workshop, tabling at events, meetings with community-based organizations, online Climate Vulnerability Index tool.

Phase 2: June 2025–June 2026

Step 4
Revise, adapt, and develop new Climate Policy.

We Are Here!

Step 5
Integrate goals and policies.

Public Engagement: Survey, focus groups, public workshops, tabling at events, meetings with community-based organizations.

What We've Heard from the Spokane Community So Far

To date the City has heard from community members about how climate change is affecting Spokane and what actions they want the City to take in response. Here's a summary of what we've heard so far:

- **Wildfire smoke and extreme heat** are the most immediate and concerning climate impacts for the Spokane community.
- **Some community members are especially vulnerable** to climate hazards, including low-income residents, unhoused individuals, elders, youth, people with disabilities and chronic health conditions, renters, outdoor workers, Urban Native American and Tribal communities, communities of color, and those with language barriers.
- **Financial barriers** limit residents' ability to prepare for and respond to climate impacts. Community members strongly support incentives, assistance, and equitable access to resilience programs.
- **Water conservation**, **human health**, and **food systems** are top community priorities.
- **Green spaces**, **urban tree canopy**, and **City-led pilot programs** are valued by community members as important public investments that model climate resilience.
- **Public transit**, **bike infrastructure**, and **active transportation options** are supported by community members as ways to reduce emissions and improve access.
- **Community collaboration**, **education**, **engagement**, and **disaster preparedness** are emphasized by community members as key to building local resilience.

What other topics are important to you?
Tell us on a sticky note and leave it below.

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Environmental Justice

The City of Spokane will conduct an environmental justice assessment of draft land use and transportation policies being considered for the Comprehensive Plan update. This assessment will focus on avoiding the creation or worsening of environmental health disparities.

What is Environmental Justice?

As defined by state law, environmental justice means the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to development, implementation, and enforcement of environmental laws, regulations, and policies. Environmental justice includes addressing disproportionate environmental and health impacts in all laws, rules, and policies with environmental impacts by prioritizing vulnerable populations and overburdened communities and the equitable distribution of resources and benefits. (RCW 36.70A.030)



Why Assess Environmental Justice?

A changing climate impacts everyone, but some people face greater risks. These risks are influenced by where they live, their health, income, language barriers, and limited access to resources—factors often shaped by inequality. Environmental justice is a key part of efforts to ensure a clean and healthy environment for all, especially for communities of color and low-income households who are more likely to live near sources of pollution and other environmental burdens.

The City is required by law to address environmental justice in the Comprehensive Plan by:

- Identifying, protecting, and enhancing community resiliency to climate impacts, including social, economic, and built environment factors, in ways consistent with **environmental justice**.
- Prioritizing reductions that benefit overburdened communities, maximizing co-benefits such as reduced air pollution and **environmental justice**.
- Giving special consideration to achieving **environmental justice** in Land Use goals and policies, including efforts to prevent creating or worsening environmental health disparities.
- Using transportation and active transportation system standards as a gauge to measure system performance and success in supporting **environmental justice** goals.

What can the City do to support environmental justice? ?
Write your thoughts on a sticky note and place it below.

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Prioritizing Climate Policies

The City is using a prioritization process to select key climate policies. This will help ensure that policies can be implemented and align with state requirements.

Prioritizing Climate Policies

1 Pre-screening

Does the City have a **clear role?** *(lead, partner, communicator, or regulator)*

2 Scoring

- **Resilience**
- **GHG Reduction**
- **Equity**
- **Logistics** *(including cost, co-benifits, and feasibility)*
- **Degree of Certainty** *(including unintended impacts, public support, and momentum)*

3 Review

- Remove **redundancies**
- Ensure the list meets **State requirements, addresses key hazards,** and includes a **variety of topics, time frames, and responsible groups.**

After policies are prescreened, the City will score and rank policies using a set of evaluation criteria.
The criteria may include:

Resilience

- Reduces risks from climate hazards
- Prepares communities and infrastructure to withstand and adapt to climate hazards
- Enhances natural environments

Place stickers here.

Equity

- Builds community power
- Improves community health and well-being
- Holds institutions accountable for inequitable impacts
- Prioritize benefits for overburdened populations

Place stickers here.

Climate Pollution Reduction

- Reduces climate pollution (greenhouse gas emissions)
- Conserves resources
- Improves air quality

Place stickers here.

Logistics

- Considers cost and cost-savings
- Provides additional social, economic, or environmental benefits
- Level of administrative and staff capacity

Place stickers here.

Risk

- Avoids unintended impacts
- Addresses level of community support

Place stickers here.

Which criteria are most important to you?

Place a sticker next to the **top 3** criteria you think should be weighted more heavily.

Are there other criteria we should consider? Write your ideas on a sticky note and place it below.

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Accommodating Affordable Housing

in the City of Spokane, Washington

a requirement of the Growth Management Act (RCW 36.70A.70)

June, 2025

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Executive Summary

The State of Washington has adopted new legislation that requires communities like Spokane to ensure they can accommodate needed housing in various affordability brackets when updating their Comprehensive Plans. As the City of Spokane is undertaking the next mandated Periodic Update to its Comprehensive Plan, the City must consider growth for the next twenty years. Sufficient capacity must exist in the City to accommodate housing development in these brackets.

The City has analyzed its housing unit capacity already as part of the adopted Land Capacity Analysis (LCA) for the City of Spokane. This report expands upon the findings of the LCA in order to differentiate the available land capacity by affordability bracket.

Affordability in Spokane is established by a percentage of the Area Median Income (AMI), set by the U.S. Department of Housing and Urban Development. Currently, the City of Spokane exhibits a median three-person family income of $90,720 per year, through which the City can determine the various affordability brackets as follows:

- 0-80% AMI = $0 and $72,600
- 80-120% AMI = $72,601 and $108,864
- 120+% AMI = more than $108,864

To determine where in the City units might be affordable for these incomes, the analysis used publicly available commercial price data from Zillow.com, Redfin.com, Rentcafe.com, and Apartments.com. Tenure information from the American Communities Survey (ACS) was then used to determine what proportion of units in a given part of the city might be rented or owned. By comparing the unit capacity in the LCA against the affordability information from the web-based sources *and* the tenure (rent vs. own) data from the ACS, the City has determined which units of capacity in the LCA are expected to fall within one of the three affordability brackets.

By applying the analysis outlined in this report, the City determined that even though there currently exists sufficient land capacity for 33,000+ units, the City cannot likely accommodate the needed units in the most affordable category, 0-80% AMI. The specific number of units in each category the City *can* accommodate is shown in **Figure 1** below.

Per the Washington Department of Commerce guidance on the subject, the City must now contemplate certain amendments to development strategies, code requirements, and policy towards raising the number of 0-80%AMI units the City can accommodate in the next twenty years. What those amendments might be will be a topic of the upcoming Environmental Impact Statement and Comprehensive Plan Periodic Update.

Figure 1: Final Results–City of Spokane Housing Unit Capacity by Affordability

	0-80%AMI Units	80-120%AMI Units	120+%AMI Units
Need (Commerce HAPT, 2020-2046)	15,347	2,588	4,424
Units Completed (2020-2024)	1,328	507	978
Capacity for Additional Growth (2025-2046)	**9,654**	**8,036**	**12,475**
Comparison RESULT	**-4,365**	**5,955**	**9,029**

***Source**: New Units Needed = Department of Commerce Housing Allocation Planning Tool (HAPT). Units Already Built: City of Spokane, Acella Data 2021 to 2024. Capacity for Additional Growth = Land Capacity Analysis for the City of Spokane, 2025.*

***Notes**: RESULTS row represents the following calculation: (Units Already Built + Remaining Capacity) - New Units Needed. A negative number denotes a lack of sufficient capacity in that affordability bracket to accommodate the need identified by the State.*

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I. Introduction

In 2021 the Washington State Legislature passed new legislation seeking to remedy the State's ongoing housing crisis. Described as a bill "supporting emergency shelters and housing through local planning and development regulations," House Bill 1220 (HB1220) was passed on April 14, 2021. Among other changes, HB1220 expanded the requirement for Cities and Counties planning under the Growth Management Act (GMA) to plan for and accommodate housing within their borders when conducting major updates to their comprehensive plan.

Prior to HB1220, Cities and Counties were only required to quantify and accommodate their total 20-year housing unit need. HB1220 expanded that requirement, calling on jurisdictions to consider and plan for housing units broken down by various affordability brackets, based on Area Median Income (AMI). Accordingly, the Washington Department of Commerce (Commerce) provided the Housing Allocation Planning Tool (HAPT) and various guidance documents to help jurisdictions meet the new requirements.

The following analysis conforms largely to the guidance provided by Commerce, primarily Commerce publications Establishing Housing Targets for your Community (Book 1) and Guidance for Updating your Housing Element (Book 2). While HB1220 also included the requirement that the City consider racially disparate impacts and displacement, those topics will be addressed in a separate study underway by the City of Spokane and are not explored in detail here. Additionally, HB1220 requires that City quantify their ability to accommodate emergency housing—a topic which will be addressed in a separate report from this one.

II. Report Preparation

The following report was prepared by the Planning & Economic Development department at the City of Spokane, utilizing the following staff:

Project Manager & Chief Analyst:	Kevin Freibott, Senior Planner
Planning Director:	Spencer Gardner, AICP
Deputy Planning Director:	Tirrell Black, AICP
Economic Development:	Amanda Beck, Planner II

This report is a follow-up to the City's Land Capacity Analysis (LCA), adopted earlier in 2025. Readers are referred to that document for greater detail as to the available lands within the City and the development potential therein.

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III. Defined Terms

Prior to discussing the housing allocation and the City's capacity to accommodate those units, it's important to understand several key terms used by Commerce, the HAPT, and mentioned in GMA and HB1220. Those terms are as follows:

Area Median Income (AMI): The HAPT describes housing affordability by AMI, specifically as a percentage of the Spokane County AMI. AMI is established by the United States Department of Housing and Urban Development (HUD) and is updated annually for the use of housing providers and local government. HUD sets the AMI for the entire Spokane metropolitan area, not for cities specifically. For financial year 2025, HUD states the AMI for the Spokane area is $100,800. Commensurately, a household making $100,800 annually in Spokane would be a 100%AMI household. Conversely, a household with an annual income of $50,400 would be in the 50%AMI bracket.

Permanent Housing: Permanent housing units provide permanent residence, whether or not those units are provided along with supporting services. A housing unit can be any type of unit, be it a standalone house, apartment, condo, middle housing, or some other type of housing. For the purposes of this analysis, group housing is not considered as part of the permanent housing number, commensurate with HB1220 requirements.

Permanently Supportive Housing (PSH): PSH units are subsidized housing units with no limit on the length of stay, prioritizing housing for people who require comprehensive support services to retain tenancy. Generally, PSH is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who either was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing. Simplified, PSH provides both housing *and* support to help prevent those in PSH from entering or returning to homelessness. PSH is quantified in the HAPT by unit.

IV. Housing Affordability Brackets

The analysis required by HB1220 and GMA calls for the City to quantify and account for new housing in several affordability ranges, or brackets, based on AMI. The brackets are based on AMI, set by HUD, and represent a range of household incomes in the extremely-low-, very-low-, low-, and moderate-income ranges. Also included are higher incomes greater than the AMI, such as 120% AMI, but legislation has fewer requirements for planning for these housing types.

By calculating income as a percentage of AMI, the range of household incomes in each bracket can be determined. This is complicated somewhat by the fact that AMI changes by household size, rising as the number of people in the household rises. While most agencies and jurisdictions rely on the 4-person number, Commerce allows for jurisdictions to make adjustments according to local average household size.

The following table (**Figure 2**) provides the current AMI brackets, based on the region's median family income of $100,800. The table includes both the 3-person income limits and the 4-person income limits. While 4-person family limits are most often cited when discussing AMI, the current average household size in the City of Spokane is closer to 3-persons[1]. Per Commerce Guidance, when this is true the jurisdiction can consider home affordability by using the 3-person limit instead[2]. Accordingly, the analysis in this report will do so.

Figure 2: Income Brackets in Spokane County (2025)

Affordability Bracket	%AMI	3-Person Family Income Range (Annual)	4-Person Family Income Range (Annual)
Extremely Low Income	0-30% AMI	$0 - $27,250	$0 - $30,240
Very Low-Income	30-50% AMI	$27,251 - $45,400	$30,241 - $50,400
Low Income	50-80% AMI	$45,401 - $72,600	$50,401 - $80,640
Moderate Income	80-100% AMI	$72,601 - $90,720	$80,641 - $100,800
High Income	100-120% AMI	$90,721 - $108,864	$100,801 - $120,960
Highest Income	120% + AMI	$108,865 and up	$120,961 and up

***Source**: 2025 Income Limits Documentation System, United State Housing and Urban Development Department (HUD). Retrieved online at www.huduser.gov.*

***Notes**: Calculations of income range, maximum annual housing cost, and maximum monthly housing cost made by City staff from HUD income limits.*

The Commerce guidance directs Jurisdictions towards assuming that a household should expect 30 percent of its income to go towards housing costs. Incidentally, this is the threshold for "cost burdened" households used by the State and most local jurisdictions. Those households that pay more than 30 percent of their monthly income towards housing costs are considered "cost burdened."

In order to analyze the relationship between rents in the City of Spokane and the income brackets offered by AMI, first the appropriate maximum monthly housing cost for each bracket must be calculated. Converting annual income to determine what comprises 30 percent of the monthly income requires a simple calculation:

Maximum Monthly Housing Cost = Annual Income / 12 * 0.30

However, an additional calculation must be made because housing cost, when considered by Commerce and the state, includes monthly utility costs in addition to rent or mortgage payments. The amount to subtract from housing cost for utilities is informed on a county by county basis by local housing authorities. In the case of Spokane County, the Spokane Housing Authority publishes worksheets for the allowances for certain household utilities. Spokane Housing Authority's most current utility allowances are provided by housing type and the utilities involved (e.g. whether they be gas or electric, forced air or furnace). By using the most common utility types in Spokane, the following utility allowances can be assumed (see **Figure 3**).

Accordingly, the amounts in **Figure 3** should be incorporated into the maximum monthly housing cost calculation by subtracting them from the total. For the purposes

[1] *2.35 according to the US Census American Communities Survey, 2023 5-year Average.*
[2] *See p. 35 of Guidance for Updating Your Housing Element by the Department of Commerce, August, 2023.*

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Figure 3: Utility Allowances by Unit Type and Number of Bedrooms, Spokane County

Unit Type	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
High-Rise/Apartment	$206	$213	$227	$243	$259	$282
Middle Housing & Low Rise	$216	$224	$243	$263	$282	$300
Single-Unit, Duplex, Mobile Home	$232	$244	$263	$283	$304	$323
AVERAGE VALUE	**$218**	**$227**	**$244**	**$263**	**$282**	**$302**

***Source**: Spokane Housing Authority, February 2025.*

***Notes**: Assumes electric heating, electric cooking, and electric water heating, indicated by the source as the most common condition. The average value is a calculated value of the average of the values in the three unit types. It is not provided by Spokane Housing Authority.*

of this analysis, and consistent with the overall assumption of 3 persons per unit, this analysis will apply 2 bedroom average value of $244. This results in the following calculation for maximum monthly rent or mortgage payment:

Maximum Monthly Housing Cost = Annual Income / 12 * 0.30 - $244

By applying this formula, the maximum monthly housing cost for each affordability bracket result can be determined, as shown in **Figure 4** below. Note that the analysis in this report will utilize the three-person household data as discussed previously.

Figure 4: Rent/Mortgage Payment Limits in Spokane County

	Persons Per Household					
AMI Bracket	One	Two	Three	Four	Five	Six
30% AMI	$312	$378	$437	$559	$678	$797
50% AMI	$665	$782	$891	$1,016	$1,098	$1,181
80% AMI	$1,195	$1,387	$1,571	$1,772	$1,916	$2,058
100% AMI	$1,546	$1,789	$2,024	$2,276	$2,459	$2,642
120% AMI	$2,192	$2,477	$2,780	$3,003	$3,226	$3,448

***Source**: Calculated values based on method in text.*

***Notes**: Assumes 30 percent of monthly income calculated from annual Area Median Income, minus utility allowances.*

V. The Housing Allocation Planning Tool (HAPT)

Commerce has provided a complex set of tools for Counties and Jurisdictions to utilize when determining their housing unit growth allocation through the planning horizon. This tool, known as HAPT, provides the countywide housing allocation based on the planning horizon and the County's overall population growth, as well as individualized jurisdiction housing growth based upon the share of the County's growth each jurisdiction expected to accommodate.

In the case of the Spokane County numbers, the County has adopted the middle housing forecast from OFM. This forecast is the most statistically supported option and provides for growth of 100,065 persons in the County by 2046. By using the regionally adopted projections, the entire county's allocation is provided (see **Figure 5** below).

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Figure 5: Countywide Housing Growth Allocation–Cities Included

	TOTAL	Permanent Housing Needs by Income Level in Housing Units (as % of Area Median Income)						
		0-30%AMI						
		Non-PSH	PSH	30-50%AMI	50-80%AMI	80-100%AMI	100-120%AMI	>120%AMI
Current Estimated Housing	221,840	6,613	937	34,798	91,803	32,035	20,981	34,673
New Housing by 2046	297,024	26,518	6,651	48,418	100,647	36,807	24,918	53,065
Additional Units Needed	**75,184**	**19,905**	**5,714**	**13,620**	**8,844**	**7,772**	**3,937**	**18,392**

***Source**: Spokane County HAPT, January 2025.*

***Notes**: AMI = Area Median Income, as set by the United State Housing and Urban Development Department (HUD). Current AMI is for FY2025.*

Once countywide need is determined, HAPT divides up countywide growth by a number of possible methods. Spokane County and the Cities within it have chosen to use "Method C" in HAPT, as it provides for both a statistical division of the overall growth shown in **Figure 5**, but also accounts for housing need outside cities but within the Urban Growth Area (UGA). See **Appendix A** for more information on this method.

HAPT requires that Counties apportion housing need among the Cities as a percentage of regional housing growth each jurisdiction expects to accommodate. Ultimately, the region agreed on a method to convert projected population share into housing share, which was then input into HAPT (see **Appendix A**). Regarding the City of Spokane, while the city is expected to experience 23.34% of population growth, the City's housing need represents 29.74% of the countywide housing growth. This is commensurate with recent development in Spokane that has exceeded 1,300 units annually since the recovery from COVID. By inputting 29.74 percent of countywide housing growth for the city into HAPT, the tool provides the following housing need in the city shown in **Figure 6** below.

Figure 6: City of Spokane Housing Growth Allocation (2020 to 2046)

	TOTAL	Permanent Housing Needs by Income Level (as % of Area Median Income)						
		0-30%AMI						
		Non-PSH	PSH	30-50%AMI	50-80%AMI	80-100%AMI	100-120%AMI	>120%AMI
Estimated Current Housing	99,938	3,534	937	19,479	47,090	11,873	7,118	9,907
Additional Units Needed	**22,359**	**6,452**	**1,851**	**4,413**	**2,631**	**1,418**	**1,170**	**4,424**

***Source**: Spokane County HAPT, January 2025.*

***Notes**: AMI = Area Median Income, as set by the United State Housing and Urban Development Department (HUD). Current AMI is for FY2025.*

As shown above, the City is expected to require 22,359 additional permanent housing units between 2020 and 2046. While those units are spread among all the affordability brackets, that spread is not equal bracket to bracket. **Figure 7** on the following page provides a graphical depiction of that need by bracket.

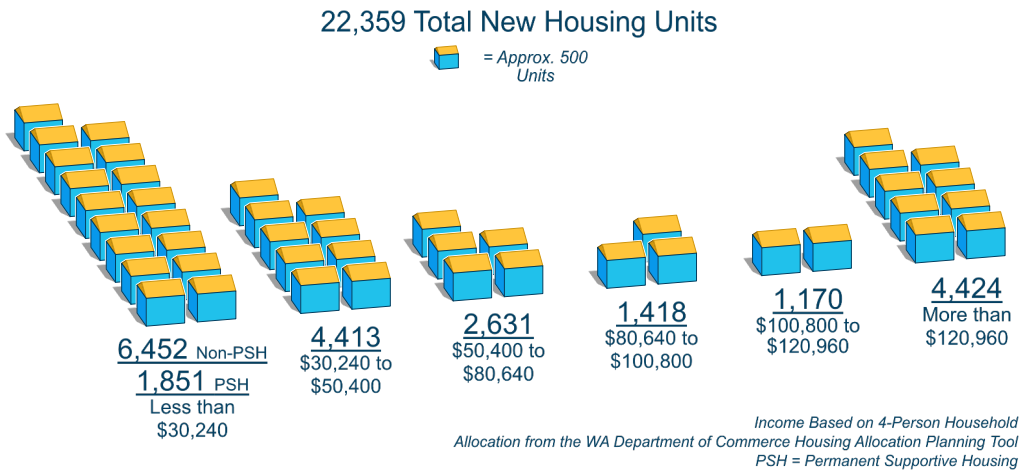
A Note On Housing Units Versus Population Growth

The city is expected to grow by 23,357 people between 2020 and 2046[3]. Compared to a housing need of 22,359 homes (**Figure 6**) the two projections would seem incongruous,

[3] *Land Capacity Analysis for the City of Spokane, 2025.*

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Figure 7: City of Spokane New Housing Need by Household Income (2020-2046)



***Source**: Spokane County HAPT, January 2025.*

***Notes**: Income limits provided by United State Housing and Urban Development Department, FY2025 Income Limits Documentation System, retrieved online at www.huduser.gov.*

as if the HAPT was assuming that most new residents will live alone in their home. This is not the case, however, as HAPT provides for more than the housing units needed to accommodate new population growth.

Per the Commerce guidance on the HAPT, the allocation accounts for three areas of housing need, as follows:

- **New Growth**. The housing units to accommodate new population growth in the city between 2020 and 2046. The proportion of new housing in the HAPT corresponding to this need is approximately 60 percent of the total.
- **Underproduction**. In its study of housing needs and production in Washington, Commerce identified that, overall, the state had under-produced housing by a significant degree. This was largely due to COVID and other economic factors outside the control of Cities and Counties, but the need is there regardless. To remedy this situation, 30 percent of the HAPT housing allocation is included to address issues with overpriced housing and historic underproduction. As a result, approximately 30 percent of the HAPT allocation addresses the housing needs of people who are already residing in Spokane.
- **Homelessness**. A small percentage of the overall HAPT allocation, approximately 10 percent, is intended to address the need of those experiencing homelessness or in danger of imminent homelessness. As with underproduction, much of this need is for people already in Spokane, not new growth.

While the City of Spokane has been allocated 22,359 units between 2020 and 2046, only about 13,415 of those units are to accommodate new residents. Regardless, HB1220 states that the City must have enough capacity to accommodate the *entire* allocation, thus this analysis in this report concerns the full number of units allocated (see **Figure 6**).

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A Note on Housing Affordability Brackets and Grouping

While HAPT provides for housing need in seven brackets (see **Figure 6**), difficulties arise in providing such a high level of differentiation in housing data. It is near impossible to divide housing costs into so many brackets due to the limited number of zoning types and the high number of variables involved. As such, most jurisdictions have decided to group the affordability brackets into the following three groups:

- **0-80% AMI** – The highest need bracket, requiring the most program/funding support.
- **80%-120% AMI** - The middle bracket, where some support is necessary, but some market-rate development may occur as well. Some organizations label this group as "workforce housing."
- **120%+AMI** – The highest cost group, often called "market rate" housing. Commerce's guidance assumes little to no support for these householders.

Not only are jurisdictions using these three groupings, but the example tables and calculations in Commerce's own guidance group affordability thus. Accordingly, the City of Spokane analysis will use the same groups.

VI. Determining Affordability Bracket by Geographic Location

As demonstrated above, the HAPT indicates the City must accommodate 22,359 additional housing units between 2020 and 2046. To determine what capacity exists in the city to accommodate those units, Commerce provides specific guidelines in their "Guidance for Updating Your Housing Element," published August 2023. This guidance directs jurisdictions to consider their zoning and which housing types might be assumed in those zones. Additionally, the guidance from Commerce directs jurisdictions to use multiple data sources to determine what affordability can be expected from various housing types. The following analysis conforms substantially to the Commerce guidance.

Using Zoning to Inform Housing Affordability

The Commerce guidance indicates that jurisdictions should compare the housing types allowed in individual zones to inform what level of affordability might be expected in given areas. To this end, the City analyzed all zones in which housing is allowed and compared the housing types and densities assumed for each, as shown in **Figure 8** on the following page.

The City of Spokane is somewhat unusual, in that the municipal code allows for the development of residential uses in *all* zones except industrial zones. Additionally, most housing types (single-unit and middle housing) are allowed everywhere. Save for the lower density residential zones (RA, R1, and R2), multi-unit housing is allowed in every zone. This makes it difficult to impossible to differentiate housing development in the city only by considering zoning.

Figure 8: Zoning Classified by Housing Type and Maximum Density

Zone	Housing Types Allowed	Maximum Density Allowed	Assumed Density	Density Group
RA	Single-Unit and Middle Housing	10 (approximate)	5-9 du/ac	Residential Low
R1		10 (approximate)		
R2	Middle Housing	20 (approximate)		
RMF	Middle Housing & Multi-Unit	30 (approximate)	29 du/ac	Residential High
RHD		No Limit		
NR	Middle Housing & Multi-Unit	No Limit	30.2 du/ac in 33% of the Area	Non-Residential
CB				
GC				
O				
OR				
CC#				
CA1				
DTC	Middle Housing & Multi-Unit	No Limit	44.4 du/ac in 33% of the area	Downtown
DTG				
DTU				
DTS				

***Source**: Spokane Municipal Code, SMC Title 17; Shaping Spokane, the Spokane Comprehensive Plan (Chapter 3); Land Capacity Analysis for the City of Spokane (2025).*

***Notes**: Maximum density is approximate in residential zones due to the fact that lots under 2 acres are not restricted by density–rather the SMC uses height and setbacks to control for density in these zones. Assumed Density and Density Group conform to the City's Land Capacity Analysis, adopted March 10, 2025, via resolution RES 2025-0015.*

Further complicating matters, the City does not have sufficient data to correlate housing type with housing affordability as suggested by the Department of Commerce. This is not a failure by the City, rather the requirement to track such data did not exist historically, so these values weren't collected. To remedy this, the Commerce guidance provides for the option for Cities to augment and adjust affordability assumptions using publicly available market data.[4]

Sources for Housing Affordability for Rentals and Purchases

Cities, Spokane included, often do not track the affordability of a given housing unit when permitting its construction. Accordingly, the City has limited internal sources that might indicate at what level of affordability housing development is occurring. As a result, the City must look outside it's own data for this information.

Per the suggestion in the Commerce guidance, the City has utilized data from multiple sources to determine housing affordability by type, including the following:

- **Home Value (purchases) by neighborhood provided by Zillow.com**. Zillow provides a combination of self-reported and industry information on home purchases, assembling that data into 'neighborhoods' that generally conform to certain parts of the city.

[4] *See p. 32 of Guidance for Updating Your Housing Element by the Department of Commerce, August, 2023.*

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- **Home Value (purchases) by neighborhood provided by Redfin.com**. Redfin is similar to Zillow, but follows a more industry-based approach for home value, lessening the impact of individual self-reported home values skewing the results. As with Zillow, Redfin data can be divided up roughly by neighborhood.
- **Median Rents by neighborhood provided by Apartments.com.** Like with Zillow but in this case concerning rentals, Apartments.com is somewhat weighted by self-reporting while also accounting for historic data related to past listings that may not currently be open for rent.
- **Median rents by neighborhood provided by Rentcafe.com**. Similar to Redfin, RentCafe's data is backed up by industry information in addition to current active listings. RentCafe also directly contacts management companies and real estate professionals to augment their data with additional confirmation.

Rent/Purchase Price by Affordability Bracket

Before a comparison can be made between median house price and monthly housing costs, the home price must be converted to an assumed mortgage payment. Following the Commerce guidance, the City utilized the Fannie Mae mortgage calculator to determine what the approximate monthly mortgage payment might be for home purchases in the City. The Fannie Mae mortgage calculator[5] requires the user to input various assumed factors that affect the payment amount. The factors used for this analysis were the most common factors reported by Realtor.com for home purchases in Spokane County, namely:

- 5 percent down payment;
- 30-year fixed rate loan; and
- 6.8% interest.

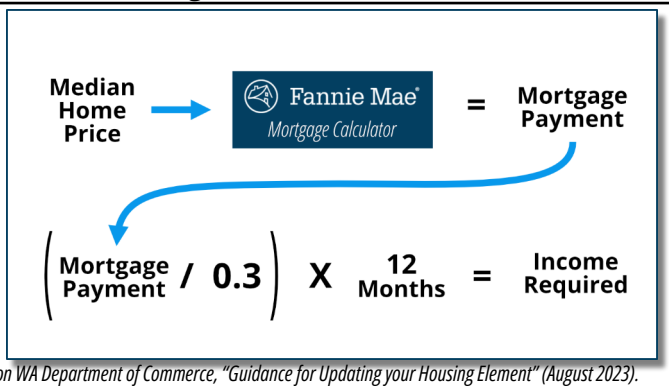
Plugging those factors into the Fannie Mae mortgage calculator returned a monthly payment for each neighborhood's median home price. That monthly value was then converted into the annual income necessary to maintain such a payment amount. For this, the Commerce assumption that 30 percent of annual income as the maximum that should go to home payments/rents was assumed. The calculation shown in **Figure 9** on the following page provided the income required for a given median home price.

The same base calculation was used to determine the income required for rentals, using the median rents provided by Apartments.com or RentCafe. Since those sources provide rents in a monthly form to begin with, the first step (using a mortgage calculator) was not necessary. Income required for a given median rent was calculated by dividing by 0.3 and multiplying by 12 only.

[5] *https://yourhome.fanniemae.com/calculators-tools/mortgage-calculator*

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Figure 9: Process for Calculating Income from Median Home Price



***Source**: City of Spokane, based on WA Department of Commerce, "Guidance for Updating your Housing Element" (August 2023).*

***Notes**: Fannie Mae mortgage calculator assumed a 5 percent down payment, 30-year fixed rate mortgage, and 6.8% interest, as averages provided by Realtor.com for Spokane County.*

Utilizing the calculations above, an affordability bracket can be assumed for each part of the City for both median home price (purchases) and median rent (rentals). As an example calculation for rental units, the following sample calculation utilizes the RentCafe reported average rent for the Cliff-Cannon neighborhood:

1. Average Rent = $1,521
2. Assuming 30% of Income for Rent (Rent / 0.3) = $5,070
3. Multiplied by 12 to convert from monthly to annual: $60,840

Because $60,840 falls within the 0-80%AMI bracket (see **Figure 2**), we can assume that rental units in the Cliff-Cannon neighborhood generally fall within that bracket. By using this same calculation for both sources of rental data (Apartments.com and RentCafe) the affordability bracket for each area in the city can be determined, as shown in **Figure 10** and **Figure 11** on following pages.

As an example calculation for units for purchase, the following sample uses the Zillow.com reported median home value in the Northwest Neighborhood:

1. Median Home Value = $346,592
2. Mortgage Payment (Fannie Mae) = $2,966
3. Assuming 30% of Income for Mortgage (Payment / 0.3) = $9,887 a month
4. Multiplied by 12 to convert from monthly to annual = $118,640

Because $118,640 falls within the 120+%AMI bracket (**Figure 2**), we can assume that homes for purchase in the Northwest Neighborhood generally fall within that bracket. By using this method for both sources for sales data (Zillow and Redfin) the affordability bracket for each area can be determined, as shown in **Figure 12** and **Figure 13**.

Summary tables showing the calculations above for all four sources and all areas of the city are included at the end of this report. See **Appendix B** for more details.

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Figure 10: Rent Affordability by Approximate Location (Apartments.com)

***Source**: Apartments.com, data from May 2025.*

***Notes**: Areas used by the source do not necessarily match neighborhood boundaries, as shown. The source had no data for blank areas.*

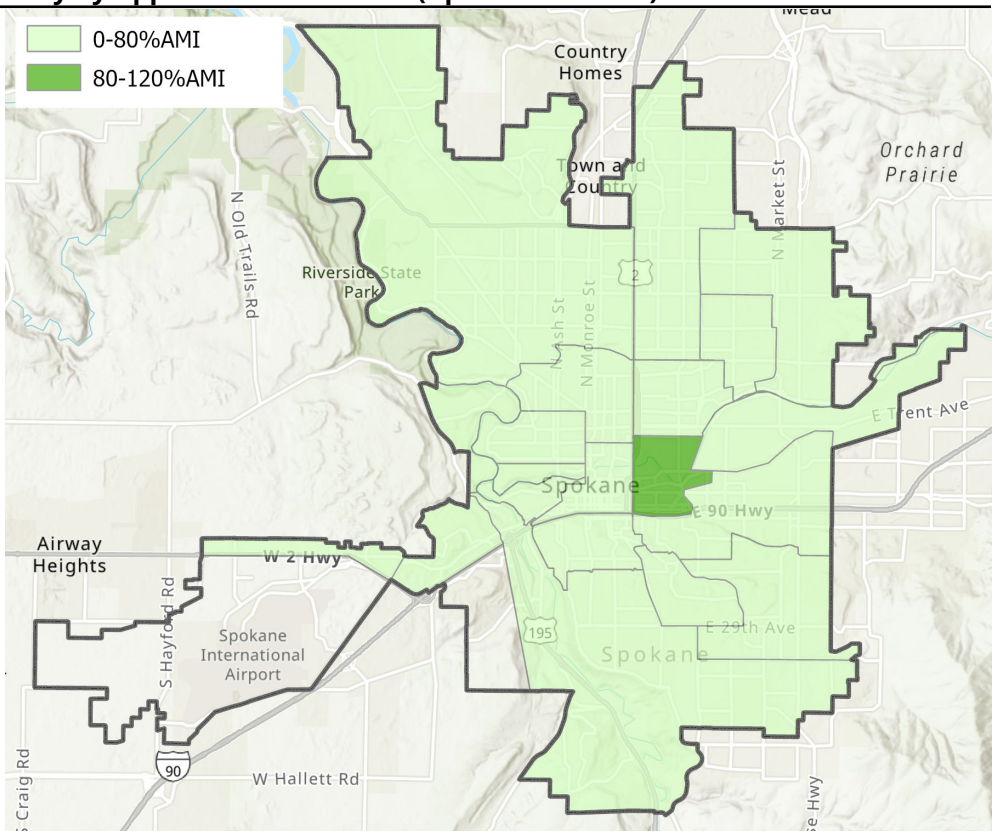
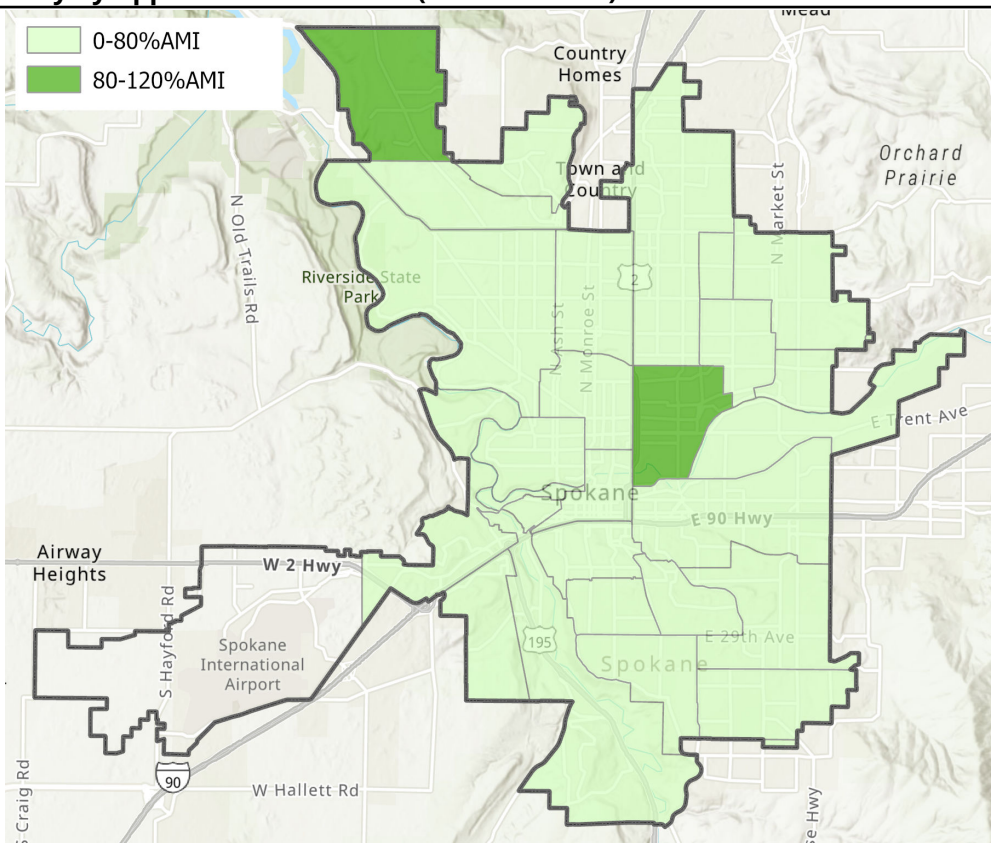


Figure 11: Rent Affordability by Approximate Location (Rentcafe.com)

***Source**: Rentcafe.com, data from May 2025.*

***Notes**: Areas used by the source do not necessarily match neighborhood boundaries, as shown. The blank area contains zero housing units, thus it is not shown here.*



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Figure 12: Home Value Affordability by Approximate Location (Zillow.com)

Source: Zillow.com, data from May 2025.

Notes: The source had no data for blank areas. Areas used by the source do not necessarily match neighborhood boundaries, as shown.

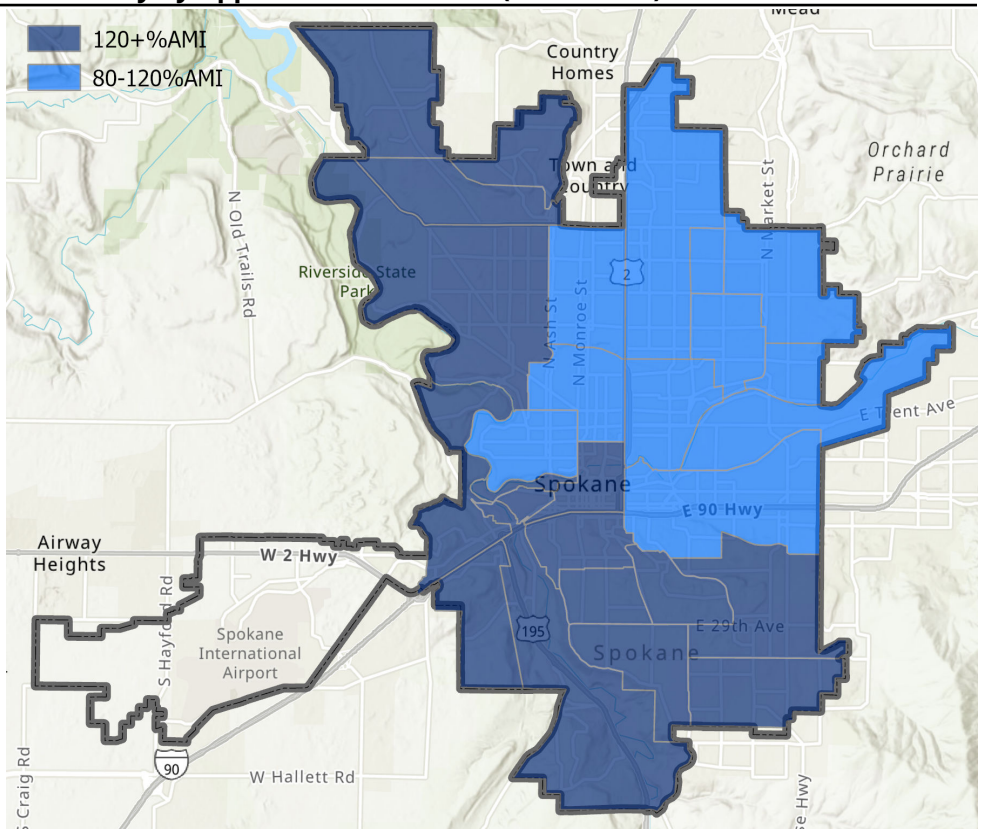
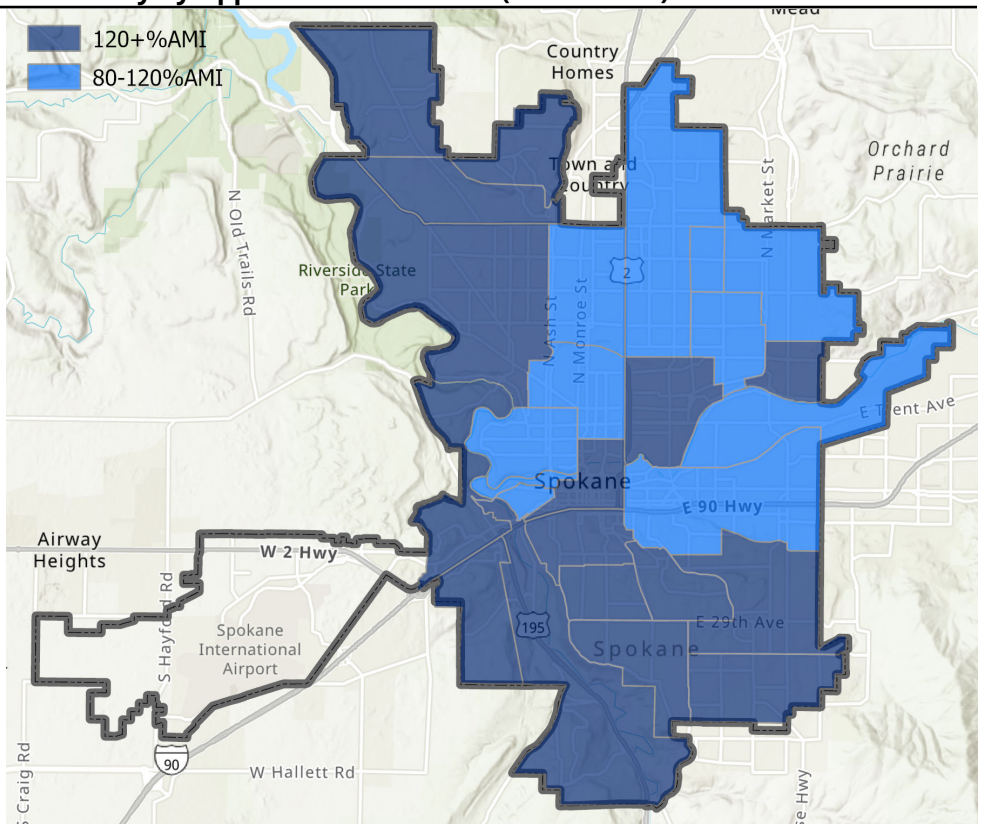


Figure 13: Home Value Affordability by Approximate Location (Redfin.com)

Source*: Redfin.com, data from May 2025.*

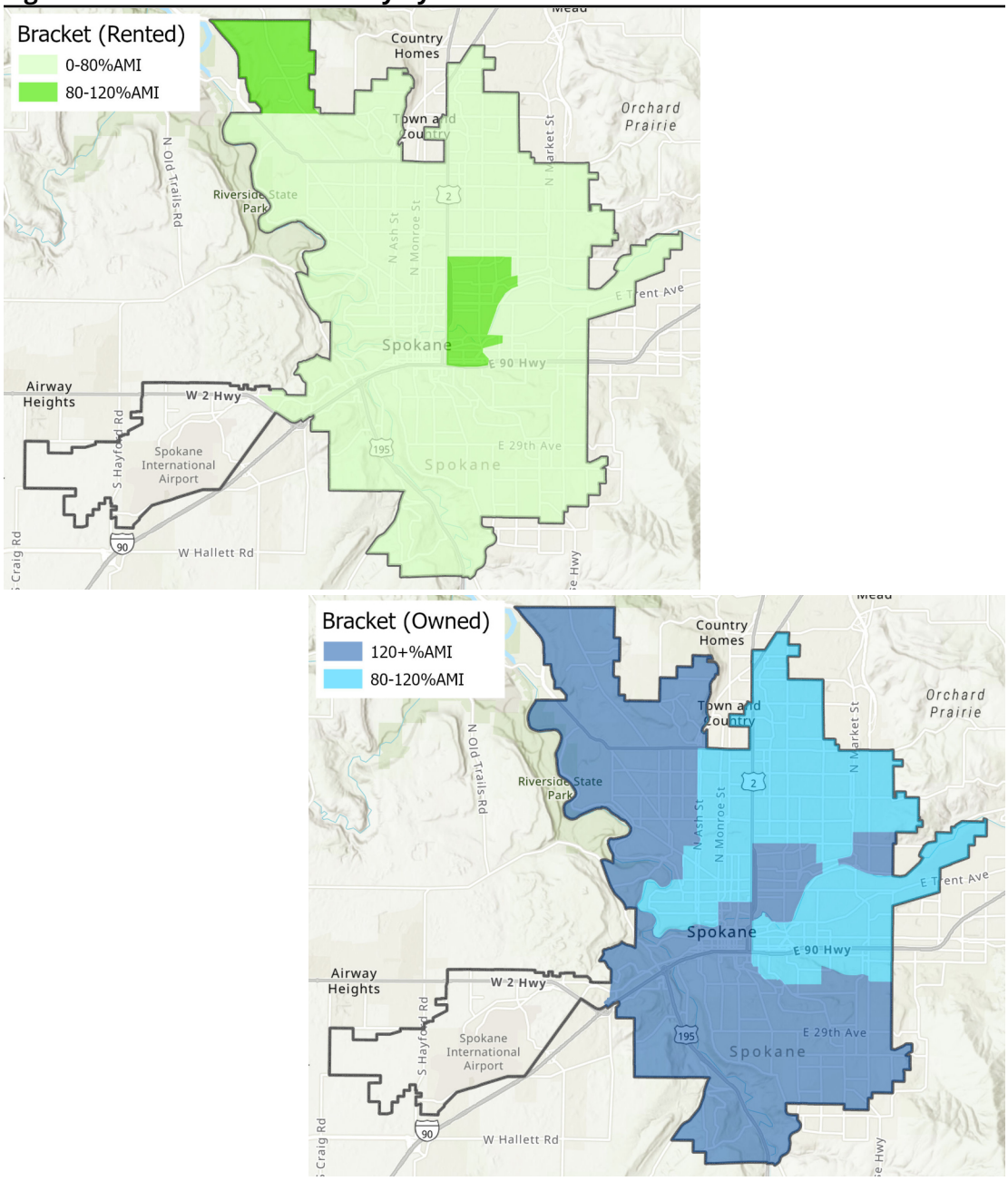
Notes*: The source had no data for blank areas.Areas used by the source do not necessarily match neighborhood boundaries, as shown.*



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By comparing and combining the four maps above, general affordability assumptions can be made for both rental and purchase homes by location in the City, as shown in **Figure 14**. These assumptions were used by this analysis to assign assumed affordability to either rental units or homes for purchase in each part of the City.

Figure 14: Assumed Affordability by Location–Rentals and Purchases



***Source**: City of Spokane, Synthesized from multiple sources.*

As shown above, rented units in the City generally fall within the 0-80%AMI bracket, though two smaller areas tend to be more expensive, falling within the 80-120%AMI bracket. The picture for housing units for purchase is more complex, with a somewhat even split between areas exhibiting 80-120%AMI units and areas in the 120+%AMI

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bracket. By determining affordability by geography in this way, the analysis can be more nuanced as to the expected affordability of new units in the City over the next twenty years. Many jurisdictions can consider their affordability for the entire City, but the great size of Spokane (nearly 70 square miles) points to the need for a more refines analysis than simply one value for the entire city. The approach outlined above grants that higher level of detail.

Determining Housing Tenure

Now that the areas of the City in which certain affordability brackets can be assumed has been established, the only remaining step is to determine which new units might be for rent and which might be for purchase. Of note, it is inaccurate to assume that all detached homes are for purchase, as the rental house market in Spokane is rather robust.

To determine the split of rented and purchase units expected in the city, this analysis utilized data from the American Communities Survey (ACS) 5-year average reports from 2023. ACS provides sample-based data to fill in between the decennial censuses, providing a relatively reliable data source for tenure (owned versus rented).

By polling ACS data, the City determined the mix of owned and rented homes in each Census Tract, resulting in the maps on the following pages (**Figure 15** and **Figure 16**). By utilizing the ratio of rented to owned homes in each tract, any capacity for new housing development in those tracts can be split accordingly into assumed rental units and units for purchase. For instance, assume a given Census Tract exhibits 60% owned and 40% rented units. That same Tract, say, shows an expected affordability of 80-120%AMI for rental units and 120%+AMI for purchased units (per Figure 14). If that tract has capacity for 100 units, 40 of those units could be assumed to be rented in the 80-120%AMI bracket and 60 units could be assumed to be sold in the 120+%AMI bracket. This is precisely the calculation used to determine final capacity in this report.

V. Unit Capacity by Affordability Bracket

The Commerce guidance states that once a jurisdiction has determined the affordability of various housing types, zones, and locations, then the unit capacity in those areas should be incorporated into the analysis . As the City has completed its LCA[6], that analysis provides a theoretical unit capacity in various locations throughout the city. Per Commerce's guidance, the unit capacity from the LCA was used in this analysis.

Because the LCA provides for potential units of capacity by geographic location within the city, each unit of capacity in the LCA can be compared to the tenure assumptions shown in **Figures 15 and 16**, producing an assumed number of rented units and owned units of capacity in each Census tract. For example, if the LCA found that 100 units of capacity exist in a tract of 60 percent owned and 40 percent rented homes, this analysis assumes that 60 units of capacity would be owned and 40 units of capacity would be rented.

[6] *Land Capacity Analysis for the City of Spokane, adopted March 10, 2025, via resolution RES 2025-0015.*

AGENDA

Figure 15: Percent of Rented Homes by Census Tract (All Housing Types)

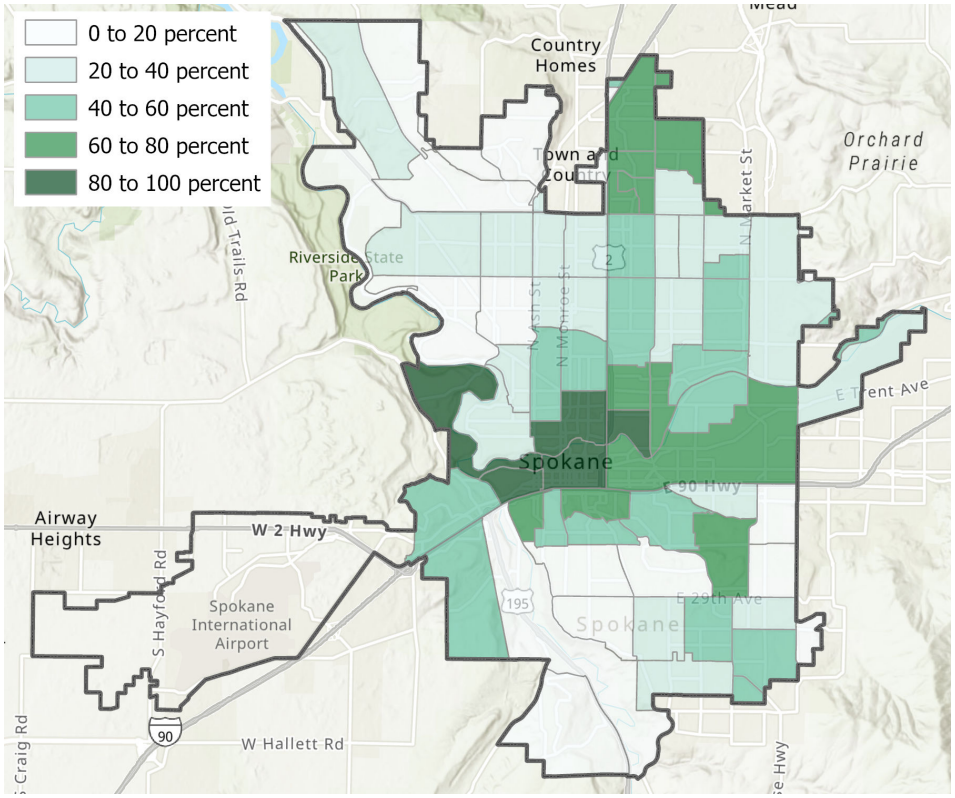
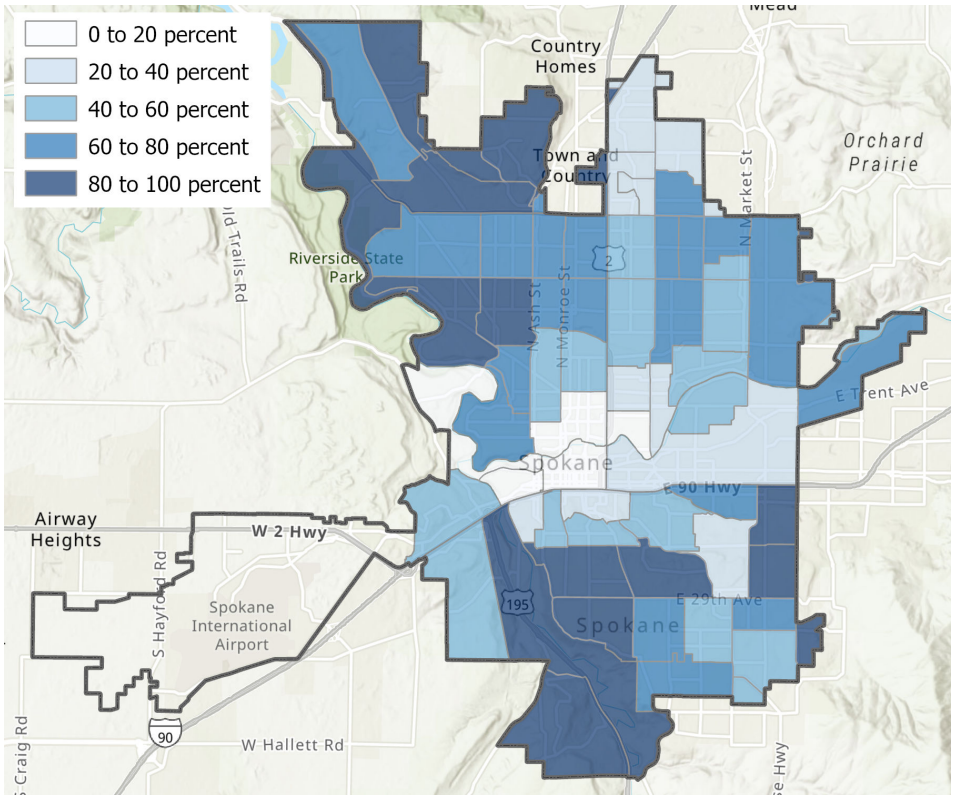


Figure 16: Percent of Owned Homes by Census Tract (All Housing Types)



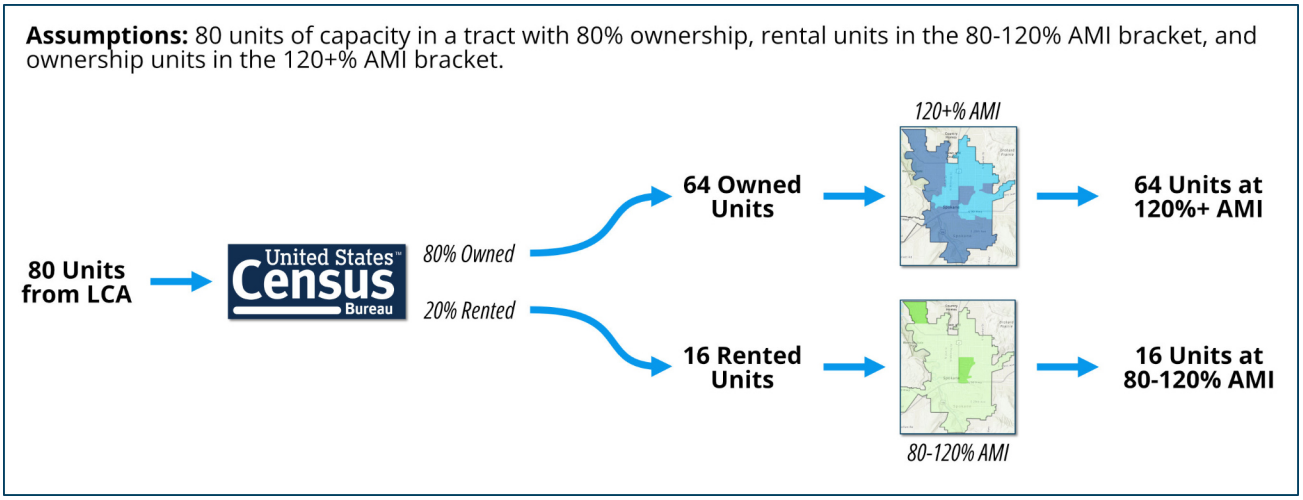
***Source (Both)**: US Census Bureau, American Communities Survey, 2023 5-Year Average*

***Note (Both):** Areas around the Spokane International Airport are blank due to a lack of any housing in this area.*

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Once the assumptions for tenure (owned versus rented) are applied to units of capacity in the LCA, the affordability of those units can be inferred by comparing the location to the affordability in **Figure 14**. A schematic example of this calculation is shown below (**Figure 17**).

Figure 17: Example Affordability Calculation–LCA to Affordability Bracket



Special Cases in the Land Capacity Analysis

The LCA considers two special areas in its analysis, those of adopted Planned Unit Developments (PUDs) that have not yet completed platting all lots, and the South Logan Transit Oriented Development (South Logan TOD) subarea analysis. Readers are referred to the LCA itself for details on how these areas were handled in the LCA.

Following the process in the LCA, the analysis of affordability herein considers the PUDs and South Logan TOD area separately as well. This is for the same reason—a greater level of specificity is known about the development potential in these areas. Regarding the PUDs, these typically involve either single-unit homes or multi-unit buildings as part of a larger planned development with (generally) higher costs for residents, both rented or purchased. Accordingly, for any units of capacity within PUDs the analysis in this report assumes those units to occur at the more costly affordability bracket—namely 80-120% AMI for rental units and 120+% AMI for purchased homes. Additionally, most PUDs include covenants that restrict the renting of homes within PUDs. As a result, this analysis assumes that 100 percent of single unit homes in PUDs will be for purchase. Likewise, all multi-unit potential in PUDs is assumed to be for rent.

When considering the South Logan TOD area, the project area located in a part of the City with the least affordable brackets in both rentals and purchase homes. Accordingly, all units in the South Logan TOD area are assumed by this analysis to be in the 120+% AMI bracket for purchase and the 80-120%AMI bracket for rentals.

VI. Housing Unit Development Since 2020

The housing allocation provided by Commerce via the HAPT establishes need between the years 2020 and 2046. Because development has continued since 2020 and the unity

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capacity presented by the LCA is for 2025, housing units built between 2020 and 2025 should be accounted for. In essence, any unit constructed between 2021 and now would reduce the overall need identified by the HAPT.

To do this, all residential permits issued between January 1, 2021 and December 31, 2024 were pulled from the City's permit database. All completed units–-those issued a Certificate of Occupancy or indicating a successful final inspection–were geo-located and compared to the affordability assumptions in Figure 14, resulting in a tabulated number of completed units in each of the affordability brackets. These units were then subtracted from the "new" units called for in HAPT. This number of completed units is included in the final table of this report (see below).

VII. RESULTS: Housing Unit Capacity by Affordability Bracket

Overall, the LCA found that the City has sufficient theoretical capacity to accommodate slightly more than 30,000 dwelling units. By applying those units of capacity to the assumptions and calculations described in the sections above, those units are divided among the three affordability brackets as follows (see **Figure 18**):

According to this analysis, informed by and in compliance with the guidance of the

Figure 18: Final Results–City of Spokane Housing Unit Capacity by Affordability

	0-80%AMI Units	80-120%AMI Units	120+%AMI Units
Need (Commerce HAPT, 2020-2046)	15,347	2,588	4,424
Units Completed (2020-2024)	1,328	507	978
Capacity for Additional Growth (2025-2046)	9,654	8,036	12,475
Comparison RESULT	**-4,365**	**5,955**	**9,029**

***Source**: Need = Department of Commerce Housing Allocation Planning Tool (HAPT). Completed Units: City of Spokane, Acella Data 2021 to 2024. Capacity for Additional Growth = Land Capacity Analysis for the City of Spokane, 2025, classified per the analysis outlined in this report.*

***Notes**: Completed units represent those building permits issued by the City between January 1, 2021 and December 31, 2024, showing that either a certificate of occupancy was issued or a final inspection has been completed.*

Resulting unit capacity represents the result of the analysis and calculations described in this report.

Comparison represents the following calculation: (Completed Units + Unit Capacity) - Need = Comparison RESULT. A negative number denotes a lack of sufficient capacity in that affordability bracket to accommodate the need identified by HAPT.

Department of Commerce, **the City of Spokane does not currently contain sufficient capacity to accommodate needed growth in the 0-80%AMI bracket**. Concurrently, the City has excess capacity in both the 80-120% AMI bracket and the 120+% AMI bracket.

To comply with the requirements of House Bill 1220, the City must consider, as part of the overall Comprehensive Plan Periodic Update, actions sufficient to raise the capacity in the 0-80%AMI bracket by nearly 4,400 units. Those changes will likely be identified during the preparation of the Environmental Impact Statement for the Comprehensive Plan Update, as well as during preparation of the Update itself. For more information on these changes as they are developed, readers are encouraged to visit **www.planspokane.org**.

Appendix A:
Housing Allocation Planning Tool Documentation

Appendix to Accommodating Affordable Housing in the City of Spokane, 2025

AGENDA

NO. 25-0033

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF CONSIDERING THE SPOKANE COUNTY STEERING COMMITTEE OF ELECTED OFFICIALS (SCEO) RECOMMENDATION RELATED TO THE HOUSING FOR ALL PLANNING TOOL (HAPT) METHODOLOGY FOR HOUSING ALLOCATIONS	**RESOLUTION**

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, hereinafter referred to as the "Board," has the care of county property and the management of county funds and business; and

WHEREAS, pursuant to the provisions of Chapter 36.70.040 RCW, the Board has created a Planning Department, hereinafter referred to as the "Department," and a Planning Commission, hereinafter referred to as the "Commission" (Resolution No. 76-698 as amended by Resolution 23-0057); and

WHEREAS, pursuant to RCW 36. 70A.210, the Steering Committee of Elected Officials ("Steering Committee") was established by interlocal agreement (Resolution 1994-1686, and as amended thereafter from time to time) to assist in the development of the Countywide Planning Policies and perform other duties, including but not limited to providing recommendations to the Board of County Commissioners on the same; and

WHEREAS, the Planning Technical Advisory Committee (PTAC), consisting of technical staff from the various jurisdictions, is tasked with providing a report and recommendation to the Steering Committee on proposed amendments to the Countywide Planning Policies; and

WHEREAS, pursuant to the provisions of chapters 36.70 and 36.70A RCW, the Board adopted a Comprehensive Plan for Spokane County on November 5, 2001 (Board Resolutions 1-1059 and 1-1060), which has been thereafter amended from time to time; and

WHEREAS, pursuant to the provisions of chapters 36.70 and 36.70A RCW, the Board, on May 25, 2004, under Spokane County Resolution No. 04-0461, adopted a new Zoning Code to implement the goals and policies of the Comprehensive Plan, said regulation becoming effective June 1, 2004, which has been thereafter amended from time to time; and

WHEREAS, in accordance with RCW 36.70A.130, the county must review and update its comprehensive plan and development regulations every ten years, with the next update due by 2026; and

WHEREAS, SCEO held a public hearing on the proposed "A Prime" HAPT methodology on 9/25/24 and considered comments from the Planning Technical Advisory Committee (PTAC). No public comment or testimony in favor of or against the proposed methodology was received; and

WHEREAS, after deliberation, the Steering Committee unanimously recommended approval of the proposed Spokane County "A Prime" HAPT methodology for use in each constituent's 2026 comprehensive plans; and

WHEREAS, pursuant to RCW 36.70 A, the county and the cities within it must update their comprehensive

AGENDA

plans based on a countywide population for the 20-year planning period as projected by the Office of Financial Management; and

WHEREAS, as the regional government, the county is tasked with the adoption of the Countywide Planning Policies, a part of which includes the adoption of the Countywide Population Projection as well as sub-allocations of population to the cities within the county; and

WHEREAS, the Spokane County planning commission held workshops examining HAPT on 6/13/24 and 7/11/24; and

WHEREAS, SCEO held workshops examining HAPT on 5/15/24, 7/17/12 and 8/20/24; and

WHEREAS, the Board of County Commissioners received the SCEO recommendation on January 14th, 2025, and set January 21st, 2025, to consider the same; and

WHEREAS, at the January 21st, 2025, open public meeting the Board considered the recommendation of the SCEO, and the Department filed and voted on whether to adopt the same.

NOW THEREFORE BE IT RESOLVED, the Board herby adopts the "A Prime" HAPT methodology for the purpose of allocating housing units for the planning period of 2026- 2046.

PASSED AND ADOPTED this 21st day of January 2025.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

Ginna Vasquez, Clerk of the Board

Mary L. Kuney, Chair

Josh Kerns, Vice-Chair

Al French, Commissioner

Amber Waldref, Commissioner

Chris Jordan, Commissioner

AGENDA

MEMORANDUM

To:	Steering Committee of Elected Officials (SCEO)
From:	Planning Technical Advisory Committee (PTAC)
Via:	Spokane County Building and Planning
Date:	September 16, 2024
Re:	PTAC Recommendation, Housing for All Planning Tool methodology

Background Summary

Earlier this year, SCEO tasked PTAC with analyzing possible HAPT methodologies.

During this exploration, PTAC analyzed:

- Methods A and B
- Commerce's update of method A (A Prime), wherein the county's share is split between the unincorporated UGAs and rural areas.
- Custom methods created by other counties (Lewis, King, Skagit, and Snohomish)
    - Lewis, Skagit, and Snohomish's custom methodologies were found to be not applicable to Spokane County.
    - King County's custom methodology served as the basis for a Spokane County proposal that was brought before PTAC and SCEO.
- Two possible custom methods, including
    - Weighted transit
        - This methodology would have allocated low-income housing partially based on transit availability.
            - Was not carried forward, owing to a lack of support from PTAC.
    - Jobs to housing ratio
        - This methodology, based on King County's custom method, adjusts 0-50% allocations based on the ratio of low-income jobs (under $40,000) to low-income residents.
            - Was not carried forward, owing to a lack of support from PTAC.

Options Going Forward

SCEO has two options:

1. Adopt one of the base Commerce methodologies (A, A prime, or B).
    a. Adoption of A prime is recommended by PTAC.
2. Continue pursuing a custom methodology (method C).
    a. Any potential custom method will require clear guidance from SCEO on what changes are desired. There is no readily available data to accommodate such an exploration, so it would likely require a significant commitment of staff time.

Recommendation

PTAC recommends using HAPT Method A Prime. Method A Prime uses the same assumptions and calculations as Method A but allows for a distinction between rural County lands, unincorporated UGAs, and the incorporated jurisdictions. Additional details on this recommendation, along with the housing allocation numbers based on the current population allocation, can be found below.

Methodology Pros/Cons

Method	Pros	Cons
A	Equally distributes housing levels among jurisdictions, based on growth projections; Simplicity and clarity	Allocates low-income and emergency housing to rural areas
A Prime	Reserves lower-income housing for urban areas; Avoids placing emergency housing in rural areas	None identified by PTAC
B	Accounts for existing housing by allocating fewer units per income band to jurisdictions that have a larger share of housing in said income band than other jurisdictions	Allocates low-income and emergency housing to rural areas; creates negative housing allocations, the implications of which are not well understood.
C: Low-income jobs to low-income residents' ratio	Accounts for an additional piece of local analysis that factors in housing and employment locations, Identifying locations where lower wage jobs exist but not enough lower cost housing	What weight to give the analysis is unknown; Lack of support from jurisdictions; Concerns about the amount of time needed to perfect this methodology

Housing Allocation Numbers (Corrected)

	Method A Prime								
	Housing Allocation Income Bands								
		0-30% AMI							Temporary
	Total	Non-PSH	PSH	30-50%	50-80%	80-100%	100-120%	>120%	Emergency Housing
Total Countywide Allocation	**75,184**	**19,905**	**5,714**	**13,620**	**8,844**	**4,772**	**3,937**	**18,392**	**3,037**
Unincorporated UGA	22,946	6,375	1,830	4,362	2,699	1,456	1,202	5,022	973
Rural Outside UGA	3,534	0	0	0	416	225	185	2,708	0
Airway Heights	5,007	1,391	399	952	589	318	262	1,096	212
Cheney	2,535	704	202	482	298	161	133	555	107
Deer Park	1,023	284	82	194	120	65	54	224	43
Fairfield	0	0	0	0	0	0	0	0	0
Latah	0	0	0	0	0	0	0	0	0
Liberty Lake	6,601	1,834	526	1,255	776	419	346	1,445	280
Medical Lake	179	50	14	34	21	11	9	40	8
Millwood	36	10	3	7	4	2	2	8	2
Rockford	53	15	4	10	6	3	3	12	2
Spangle	0	0	0	0	0	0	0	0	0
Spokane (City)	17,550	4,875	1,400	3,336	2,066	1,115	918	3,840	744
Spokane Valley	15,713	4,365	1,253	2,987	1,848	997	823	3,440	666
Waverly	7	2	1	1	1	0	0	2	0

Note: Jurisdictions are NOT required to ensure that these units are built. They must simply have zoning, regulations and development codes that allow these units to be built.

Housing Allocation Numbers (Original)

	Method A Prime								
	Housing Allocation Income Bands								
		0-30% AMI							Temporary Emergency
	Total	Non-PSH	PSH	30-50%	50-80%	80-100%	100-120%	>120%	Housing
Total Countywide Allocation	75,184	19,905	5,714	13,620	8,844	4,772	3,937	18,464	3,037
Unincorporated UGA	22,946	6,375	1,830	4,362	2,699	1,456	1,202	5,022	973
Rural Outside UGA	3,534	0	0	0	416	225	185	2,780	0
Airway Heights	5,007	1,391	399	952	589	318	262	1,096	212
Cheney	2,535	704	202	482	298	161	133	555	107
Deer Park	1,023	284	82	194	120	65	54	224	43
Fairfield	0	0	0	0	0	0	0	0	0
Latah	0	0	0	0	0	0	0	0	0
Liberty Lake	6,601	1,834	526	1,255	776	419	346	1,445	280
Medical Lake	179	50	14	34	21	11	9	40	8
Millwood	36	10	3	7	4	2	2	8	2
Rockford	53	15	4	10	6	3	3	12	2
Spangle	0	0	0	0	0	0	0	0	0
Spokane (City)	17,550	4,875	1,400	3,336	2,066	1,115	918	3,840	744
Spokane Valley	15,713	4,365	1,253	2,987	1,848	997	823	3,440	666
Waverly	7	2	1	1	1	0	0	2	0

Note: These numbers, which were included in the original staff report, contain small errors that incorrectly represent the current HAPT allocation. These errors have been corrected in the table on the top of this page.

SPOKANE COUNTY STEERING COMMITTEE OF ELECTED OFFICIALS
1026 W Broadway • Spokane WA 99260-0170 • 509.477.1500 • bphelp@spokanecounty.org

December 17, 2024

Mary Kuney, Chair
Spokane County Board of County Commissioners
1026 W. Broadway Ave.
Spokane, WA 99260

RE: Steering Committee of Elected Officials Recommendation for the 2026-2046 Spokane County Housing for All Planning Tool (HAPT) methodology

Chair Kuney and Commissioners,

As required by the Spokane County Interlocal Agreement titled Growth Management Act (GMA Joint Planning) Section 3 D, I am forwarding the recommendation of the Steering Committee of Elected Officials (SCEO) regarding the adoption of the Spokane County Housing for All Planning Tool (HAPT) methodology for the planning period of 2026-2046 for use by the County and constituent communities in planning for future growth and housing allocations under the GMA.

The SCEO held a public hearing on the proposed amendment on September 25, 2024, and considered comments from the Planning Technical Advisory Committee (PTAC). There was no public comment or testimony in favor of or against the proposed amendment.

After deliberation, the Steering Committee unanimously recommended approval of the proposed Spokane County 2026-2046 HAPT methodology.

Sincerely,

Al French, Commissioner of Spokane County,
Chair, Spokane County Steering Committee of Elected Officials

Submit to Clerk of the Board with available supporting materials (Resolutions, Agreements, Presentations, etc.)

AGENDA SHEET

SUBMITTING DEPARTMENT: Building & Planning

CONTACT PERSON: Scott Chesney, Laurie Carver

PHONE NUMBER: 477-7212, 509-477-7127

CHECK TYPE OF MEETING BELOW:

☒ Regular Legislative Session Agenda

BELOW FOR CLERK'S USE ONLY:

Clerk's Resolution No.	25-0033
Approved:	Majority/Unanimous
Denied:	Majority/Unanimous
Renews/Amends No.	
Public Works No.	
Purchasing Dept. No.	

***AGENDA TITLE** (please provide a reasonably descriptive agenda title for this item:* Consider the SCEO Recommendation for the Housing for all Planning Tool Methodology (HAPT)

***DESCRIPTIVE SUMMARY** (please provide anticipated fiscal and budgetary information & reason for request):* On September 25, 2024, the Steering Committee of Elected Officials voted to adopt HAPT method A-Prime based on the Planning Technical Advisory Committee recommendation. Method A-Prime allocates housing units based primarily on the share of growth each jurisdiction is projected to receive.

***FISCAL IMPACT** (please provide anticipated fiscal and budgetary impact, with amount and source of funds, if applicable):* NA

***REQUESTED BOARD ACTION** (if any):*

Other County Departments Impacted - List any other departments that were notified in advance of this agenda item: Legal

This Item will need to be codified in the Spokane County Code: No

Recommendation for HAPT: Housing Share

PLANNING TECHNICAL ADVISORY COMMITTEE

Report and Recommendation to the Steering Committee of Elected Officials

Periodic Update under the Growth Management Act, 2026 to 2046

Written and Recommended by PTAC, January 2025

Executive Summary

The Planning Technical Advisory Committee (PTAC) has identified a possible issue with previous runs of the Housing for All Planning Tool (HAPT), which all communities planning under the Growth Management Act have been advised to use when allocating housing by affordability for the region. The intended input for the tool—the data that is provided to the tool and then used to calculate each jurisdictions' housing allocation—is the share of housing growth each jurisdiction is expected to accommodate. Unfortunately, due to unclear instructions, the previous HAPT outputs shared with the Steering Committee of Elected Officials (SCEO) used the share of population growth instead.

Following a review of the data and the HAPT itself, **the PTAC recommends that the region use housing growth share as the input for the HAPT**, specifically a housing growth share created by applying the same assumptions built into the HAPT tool itself to convert the adopted population share to housing share.

Of note, this recommendation does not affect which method within HAPT is utilized. The existing SCEO recommendation for the method known as "A Prime" is not affected by PTACs recommendation in this memo.

The full output of the HAPT, assuming that housing share generated in the way recommended by PTAC is used, is attached to the end of this memo.

Introduction

Following the SCEO vote to recommend Method "A Prime" when using the HAPT, the members of PTAC identified that there had been some confusion as to which inputs should be provided to the HAPT when calculating housing share. As a result, PTAC's Housing Subcommittee met several times in the third and fourth quarters of 2024 to consider how this might affect the housing allocation output from HAPT. In essence, it appears to PTAC that the HAPT was intended to be provided with the share of housing growth each jurisdiction is expected to accommodate, while previous use of the HAPT utilized the share of population growth instead.

After discussing this at length, PTAC has developed a method for converting the currently adopted Population Share[1] to housing growth share, which can then be input into HAPT. This memo outlines the recommendation by PTAC for doing this, and provides the summary growth numbers for each jurisdiction that results.

HAPT Method A Prime

At their meeting on September 25, 2024, the SCEO voted to recommend the use of the "A Prime" method in the HAPT. Throughout this discussion and recommendation by PTAC, no change to this method is anticipated or recommended. PTAC feels that SCEO's original recommendation, adopted on September 24, 2024, does not require revision to accommodate PTAC's recommendations herein.

[1] Adopted by BOCC Resolution 24-0348 on June 18, 2024.

Housing Share versus Population Share

When PTAC and SCEO previously saw the "A Prime" results, it was always using the share of population growth assigned to each jurisdiction per the adopted allocation[2]. However, after multiple conversations within PTAC and with Commerce staff, it was apparent that the instructions in HAPT were unclear and that the tool was instead asking for the share of housing growth.

The share of population growth and the share of housing growth *are* directly related to each other, but due to certain factors they are rarely the same number for a given jurisdiction. For instance, household size (people per household) in each jurisdiction is not the same nor does it stay static over time. Household size is continually changing from year to year. Furthermore, some jurisdictions contain a larger amount of group quarters housing (i.e. college dorms, prisons, treatment centers) and that rate changes over time. Those living in group quarters do not require additional housing units, thus they must be subtracted from the overall population growth share for each jurisdiction.

Because of these factors, it is important to develop a share of housing each jurisdiction for the entirety of the planning horizon (through 2046), not just today. Jurisdictions differ from each other and some attempt to differentiate their allocations accordingly should be made as well.

A Note on the Underproduction of Housing

An additional factor has been raised by public commenters and PTAC members that is worth discussing here. That factor is the known historic underproduction of housing statewide. Commerce's research has made it clear that development in jurisdictions across the state have been lower than what is required to house existing populations. As a result, many jurisdictions' current housing stock is already too small to accommodate the need of the existing population, not to mention the growth that is coming.

It is important to note that HAPT factors this underproduction into its results. Accordingly, the number of housing units a jurisdiction may be allocated when using HAPT will appear high when compared to population growth. This is specifically because HAPT attempts to also allocate sufficient housing to accommodate the recent underproduction of housing *as well as* future growth. This condition is true regardless of which input is used for HAPT.

Determining Housing Share

The Department of Commerce has not provided jurisdictions with a method for calculating housing growth share. Likewise, GMA does not mandate that Cities and Counties use a particular method to develop housing share. However, the PTAC subcommittee found that the HAPT itself provides one possible method.

While PTAC spent considerable time exploring other ways to convert population growth to housing growth, ultimately PTAC felt that because the resulting housing share would be input into HAPT, it was most defensible to use the assumptions already built into HAPT to calculate housing share. That way, the same set of assumptions would be applied to all parts of the tool and any unintentional bias or modification of results would be minimized.

[2] Adopted by BOCC Resolution 24-0348 on June 18, 2024.

Essentially, the housing share for each jurisdiction would be calculated directly from the population share already adopted by the BOCC. While it is more sophisticated than can be expressed simply here, the method for calculating housing share from population share is generally[3] as follows:

[(Population Share – Group Quarters Population) / Household Size] + 6% to Account for Vacant Homes

For the purposes of the HAPT, the tool assumes that household size is shrinking over time and that each jurisdiction will see the same share of group housing in the County as they are in 2020. The resulting housing share for each jurisdiction and area is as shown in the following table. Again, when considering the resulting housing share, the following should be kept in mind:

- Population share and housing share are <u>not</u> the same thing, though they are related to one another.
- Housing share in the tool is somewhat elevated to account for historic underproduction of housing.

Table 1: Population and Housing Share Compared

Jurisdiction	Share: Population Growth	Share: Housing Growth
Spokane County (Whole)	100.00%	100.00%
All Unincorporated Areas	35.21%	31.14%
Unincorporated Rural	4.70%	8.24%
Unincorporated UGA	30.51%	22.81%
Incorporated County	64.79%	68.95%

Jurisdiction	Share: Population Growth	Share: Housing Growth
Airway Heights	6.66%	5.26%
Cheney	3.37%	2.76%
Deer Park	1.36%	1.44%
Fairfield	0.00%	0.00%
Latah	0.00%	0.00%
Liberty Lake	8.78%	6.89%
Medical Lake	0.24%	0.44%
Millwood	0.05%	0.14%
Rockford	0.07%	0.09%
Spangle	0.00%	0.02%
Spokane	23.34%	29.74%
Spokane Valley	20.90%	22.16%
Waverly	0.01%	0.02%

As shown in the table, when comparing population share to housing share, some jurisdictions are expected to accommodate a lower share of housing growth than population growth (e.g. Liberty Lake) while others are shown to expect a higher share of housing than population (e.g. the City of Spokane). Why this happens is complex and due to the fact that HAPT uses multiple factors from multiple sources to determine these amounts.

Because the HAPT only has one input for each jurisdiction—share of housing growth—those jurisdictions where the housing share is larger than population share can expect their housing number output from HAPT to increase when compared to the sample outputs discussed by SCEO previously. Conversely,

[3] The assumptions in HAPT are more sophisticated than this, accounting for changes over time and each jurisdiction's share of certain values. Replication of the numbers herein by using this simplified equation should not be considered when evaluating this recommendation.

jurisdictions with smaller housing share than population share can expect their HAPT output to decrease over earlier results.

Comparing HAPT Results from Prior Versions and Now

As a handy comparison of how overall housing allocations would change when housing share is input into HAPT rather than population share, the table at right lists the total housing allocation using both inputs. Also shown is whether the total housing units would increase or decrease for each jurisdiction when using housing share, as the tool intended.

While housing share is the intended input for HAPT, using housing share would increase the housing allocation to the rural areas (outside the UGA). To a greater degree, the larger jurisdictions would also be subject to a larger allocation.

It's important to note that while this represents a large change for some jurisdictions, increased allocations to those communities in the center of the UGA (City of Spokane, Spokane Valley) is consistent with the requirements of GMA, wherein growth should be concentrated in the UGA and limited on the edges.

Table 2: Comparison of HAPT Total Housing by Jurisdiction

Jurisdiction	Total New Units		Change if Using Housing Share
	Using Pop Share	Using Housing Share	
Unincorporated Rural	3,534	6,195	Higher
Unincorporated UGA	22,946	17,142	Lower
Airway Heights	5,007	3,955	Lower
Cheney	2,535	2,076	Lower
Deer Park	1,023	1,083	Higher
Fairfield	0	0	Higher
Latah	0	0	Higher
Liberty Lake	6,601	5,180	Lower
Medical Lake	179	329	Higher
Millwood	36	106	Higher
Rockford	53	68	Higher
Spangle	0	15	Higher
Spokane	17,550	22,359	Higher
Spokane Valley	15,713	16,661	Higher
Waverly	7	15	Higher

While the allocation for unincorporated rural areas would be more than 3/4 larger, that increase would be spread throughout a very large area (all parts of the County outside the UGA), tempering the effects of that growth somewhat. Furthermore, urban scale services to those additional homes would not be required due to their location.

PTAC Recommendations: Housing Share and HAPT

Following multiple discussions on the differences between population share and housing share, PTAC generally feels that housing share, created using the same assumptions already built into the HAPT, is the most defensible and effective input for the HAPT. The following benefits of using housing share discussed were as follows:

- The assumptions used to generate housing share from population share are identical to those in the HAPT now.
- The HAPT model is sophisticated—an adjustment in one variable can have unintended consequences.
- The data used to generate housing share have already been considered and adopted by the BOCC.

Final Results

If the share of housing growth indicated in Table 1 in input into the HAPT, and the method previously described as Method A Prime in the SCEO recommendation is utilized, then the final housing allocation shown in the attached spreadsheet is provided.

Spokane County

	Permanent Housing Needs by Income Level (% of Area Median Income)								Emergency Housing Needs (Temporary)
	Total	0-30% Non-PSH	0-30% PSH	>30-50%	>50-80%	>80-100%	>100-120%	>120%	
Countywide Estimated Housing Supply (2020)	221,840	6,613	937	34,798	91,803	32,035	20,981	34,673	1,192
Countywide Total Housing Needs (2046)	297,024	26,518	6,651	48,418	100,647	36,807	24,918	53,065	4,229
Countywide Additional Units Needed (2020-2046)	**75,184**	**19,905**	**5,714**	**13,620**	**8,844**	**4,772**	**3,937**	**18,392**	3,037

68.09% ← *Minimum allocation to urban areas (cumulatively) to accommodate needs at all affordability levels. This varies by county and population target.*

91.77% ← *Urban area combined % allocation from user inputs*

HOUSING ALLOCATION FROM SELECTED SHARES

		User Input - % Share of Countywide Housing Growth. Values must sum to 100%	Total Units Allocated (2020-2046)	Permanent Housing Needs by Income Level (% of Area Median Income)							Emergency Housing Needs (Temporary) *
				0-30% Non-PSH	0-30% PSH	>30-50%	>50-80%	>80-100%	>100-120%	>120%	
		User Input									
Unincorporated County	Existing Combined (Estimate)	-	59,013	1,179	0	5,981	14,559	9,421	9,603	18,270	30
	Future Inside UGA	22.81	**17,149**	4,948	1,420	3,385	2,017	1,088	898	3,393	755
	Future Outside UGA	8.23	**6,188**	0	0	0	728	393	324	4,743	0
Airway Heights	Existing (Estimate)	5.26	3,626	67	0	685	1,997	545	134	198	0
	Future Allocation		**3,955**	1,141	328	781	465	251	207	782	174
Cheney	Existing (Estimate)	2.76	5,354	256	0	935	3,097	690	153	223	0
	Future Allocation		**2,076**	599	172	410	244	132	109	410	91
Deer Park	Existing (Estimate)	1.44	1,902	45	0	434	804	275	99	245	0
	Future Allocation		**1,083**	312	90	214	127	69	57	214	48
Fairfield	Existing (Estimate)	0.00	228	5	0	79	104	23	5	12	0
	Future Allocation		**0**	0	0	0	0	0	0	0	0
Latah	Existing (Estimate)	0.00	88	0	0	35	41	6	2	4	0
	Future Allocation		**0**	0	0	0	0	0	0	0	0
Liberty Lake	Existing (Estimate)	6.89	4,915	39	0	208	1,133	1,238	930	1,367	0
	Future Allocation		**5,180**	1,494	429	1,023	609	329	271	1,025	228
Medical Lake	Existing (Estimate)	0.44	1,828	184	0	159	839	329	96	221	0
	Future Allocation		**329**	95	27	65	39	21	17	65	15
Millwood	Existing (Estimate)	0.14	820	27	0	147	413	142	37	54	0
	Future Allocation		**106**	30	9	21	12	7	6	21	5
Rockford	Existing (Estimate)	0.09	195	0	0	62	85	25	7	16	0
	Future Allocation		**68**	20	6	13	8	4	4	13	3
Spangle	Existing (Estimate)	0.02	127	6	0	42	56	12	3	8	0
	Future Allocation		**15**	4	1	3	2	1	1	3	1
Spokane	Existing (Estimate)	29.74	99,938	3,534	937	19,479	47,090	11,873	7,118	9,907	1,134
	Future Allocation		**22,359**	6,452	1,851	4,413	2,631	1,418	1,170	4,424	983
Spokane Valley	Existing (Estimate)	22.16	43,751	1,265	0	6,515	21,579	7,456	2,792	4,144	0
	Future Allocation		**16,661**	4,806	1,380	3,289	1,960	1,058	872	3,296	733
Waverly	Existing (Estimate)	0.02	55	6	0	37	6	0	2	4	0
	Future Allocation		**15**	4	1	3	2	1	1	3	1

AGENDA

Appendix B:
Assembled Affordability by SubArea from Public Market Data Sources

Appendix to Accommodating Affordable Housing in the City of Spokane, 2025

AGENDA

Affordability Data by Subarea - Purchase Costs

Home Prices

Source: Zillow

from fanniemae mortgage calculator

Subarea	Median Value	Mortgage Payment	Income Required	Bracket
Balboa-South Indian Trail	$424,754	$3,635	$145,400	120+%AMI
Bemiss	$280,200	$2,398	$95,920	80-100%AMI
Browne's Addition	$354,056	$3,031	$121,240	120+%AMI
Chief Garry Park	$268,467	$2,298	$91,920	80-100%AMI
Cliff-Cannon	$405,652	$3,473	$138,920	120+%AMI
Comstock	$448,209	$3,836	$153,440	120+%AMI
East Central	$307,951	$2,636	$105,440	80-100%AMI
Emerson-Garfield	$292,084	$2,500	$100,000	80-100%AMI
Five Mile-Prairie	$565,299	$4,839	$193,560	120+%AMI
Hillyard	$280,517	$2,401	$96,040	80-100%AMI
Latah Valley	$566,119	$4,846	$193,840	120+%AMI
Lincoln Heights	$391,469	$3,351	$134,040	120+%AMI
Logan	$303,672	$2,599	$103,960	80-100%AMI
Manito-Cannon Hill	$535,315	$4,582	$183,280	120+%AMI
Minnehaha	$314,370	$2,690	$107,600	80-100%AMI
Moran Prairie	$494,428	$4,232	$169,280	120+%AMI
Nevada-Lidgerwood	$299,131	$2,560	$102,400	80-100%AMI
North Hill	$310,829	$2,661	$106,440	80-100%AMI
North Indian Trail	$496,470	$4,249	$169,960	120+%AMI
Northwest	$346,592	$2,966	$118,640	120+%AMI
Peaceful Valley	$329,062	$2,817	$112,680	120+%AMI
Riverside	$400,099	$3,424	$136,960	120+%AMI
Rockwood	$619,562	$5,303	$212,120	120+%AMI
Thorpe-Westwood	$442,224	$3,785	$151,400	120+%AMI
West Central	$299,526	$2,563	$102,520	80-100%AMI
West Hills	$405,951	$3,475	$139,000	120+%AMI
Whitman	$280,856	$2,404	$96,160	80-100%AMI

Home Prices

Source: Redfin

from fanniemae mortgage calculator

Subarea	Median Value	Mortgage Payment	Income Required	Bracket
Balboa-South Indian Trail	$382,450	$3,274	$130,960	120+%AMI
Bemiss	$295,750	$2,532	$101,280	80-100%AMI
Browne's Addition	$310,000	$2,654	$106,160	80-100%AMI
Chief Garry Park	$296,956	$2,542	$101,680	80-100%AMI
Cliff-Cannon	$430,000	$3,681	$147,240	120+%AMI
Comstock	$435,475	$3,728	$149,120	120+%AMI
East Central	$300,000	$2,568	$102,720	80-100%AMI
Emerson-Garfield	$302,500	$2,589	$103,560	80-100%AMI
Five Mile-Prairie	$565,530	$4,841	$193,640	120+%AMI
Grandview Thorpe	$463,000	$3,962	$158,480	120+%AMI
Hillyard	$285,000	$2,439	$97,560	80-100%AMI
Latah Valley	$574,950	$4,921	$196,840	120+%AMI
Lincoln Heights	$403,000	$3,449	$137,960	120+%AMI
Logan	$318,000	$2,722	$108,880	120+%AMI
Manito-Cannon Hill	$540,000	$4,622	$184,880	120+%AMI
Minnehaha	$330,000	$2,825	$113,000	120+%AMI
Moran Prairie	$634,656	$5,432	$217,280	120+%AMI
Nevada-Lidgerwood	$302,000	$2,585	$103,400	80-100%AMI
North Hill	$305,000	$2,611	$104,440	80-100%AMI
North Side	$335,000	$2,868	$114,720	120+%AMI
Northwest Spokane	$340,000	$2,910	$116,400	120+%AMI
Peaceful Valley	$310,000	$2,654	$106,160	80-100%AMI
Riverside	$460,000	$3,937	$157,480	120+%AMI
Rockwood	$635,000	$5,435	$217,400	120+%AMI
West Central	$280,500	$2,400	$96,000	80-100%AMI
West Hills	$415,000	$3,552	$142,080	120+%AMI
Whitman	$291,000	$2,491	$99,640	80-100%AMI

NOTE: The subareas above do not necessarily correspond to Spokane Neighborhood Council boundaries.

AGENDA

Rental Costs

Source: RentCafe

Subarea	Average Rent (May 2025)	Income Required	Bracket
Balboa - South Indian Trail	$1,330	$53,200	0-80%AMI
Bemiss	$1,442	$57,680	0-80%AMI
Browne's Addition	$1,546	$61,840	0-80%AMI
Chief Garry Park	$1,426	$57,040	0-80%AMI
Cliff - Cannon	$1,441	$57,640	0-80%AMI
Comstock	$1,373	$54,920	0-80%AMI
East Central Spokane	$1,345	$53,800	0-80%AMI
Emerson - Garfield	$1,521	$60,840	0-80%AMI
Five Mile Prairie	$1,328	$53,120	0-80%AMI
Grandview - Thorpe	$1,540	$61,600	0-80%AMI
Hillyard	$1,366	$54,640	0-80%AMI
Latah Valley	$1,467	$58,680	0-80%AMI
Lincoln Heights	$1,149	$45,960	0-80%AMI
Logan	$2,009	$80,360	80-120%AMI
Manito - Cannon Hill	$1,139	$45,560	0-80%AMI
Minnehaha	$1,366	$54,640	0-80%AMI
Moran Prairie	$1,329	$53,160	0-80%AMI
Nevada - Lidgerwood	$1,237	$49,480	0-80%AMI
North Hill	$1,072	$42,880	0-80%AMI
North Indian Trail	$1,759	$70,360	80-120%AMI
Northwest Spokane	$1,382	$55,280	0-80%AMI
Peaceful Valley	$1,546	$61,840	0-80%AMI
Riverside	$1,466	$58,640	0-80%AMI
Rockwood	$1,139	$45,560	0-80%AMI
Southgate	$1,529	$61,160	0-80%AMI
West Central Spokane	$1,546	$61,840	0-80%AMI
West Hills	$1,425	$57,000	0-80%AMI
West Meadows	$1,277	$51,080	0-80%AMI
Whitman	$1,335	$53,400	0-80%AMI

Rental Costs

Source: Apartments.com

Subarea	Average Rent (May 2025)	Income Required	Bracket
Bemiss	$1,202	$48,080	0-80%AMI
Chief Garry Park	$1,555	$62,200	0-80%AMI
City Center	$1,460	$58,400	0-80%AMI
Cliff Cannon	$1,359	$54,360	0-80%AMI
Comstock	$1,330	$53,200	0-80%AMI
Dartford	$1,394	$55,760	0-80%AMI
Downtown	$1,410	$56,400	0-80%AMI
Emerson Garfield	$1,374	$54,960	0-80%AMI
Lincoln Heights	$1,127	$45,080	0-80%AMI
Logan	$1,360	$54,400	0-80%AMI
Moran Prairie	$1,380	$55,200	0-80%AMI
Nevada Lidgerwood	$1,202	$48,080	0-80%AMI
North Spokane	$1,311	$52,440	0-80%AMI
Palisades Park	$1,282	$51,280	0-80%AMI
Rockwood	$1,157	$46,280	0-80%AMI
South Spokane	$1,265	$50,600	0-80%AMI
Town and Country	$1,369	$54,760	0-80%AMI
U-District	$1,659	$66,360	80-120%AMI
West Central	$1,326	$53,040	0-80%AMI
West Spokane	$1,274	$50,960	0-80%AMI

NOTE: The subareas above do not necessarily correspond to Spokane Neighborhood Council boundaries.

AGENDA

City of Spokane
Department of Planning & Economic Development
808 W. Spokane Falls Blvd
Spokane, WA 99201
(509) 625-6500
compplan@spokanecity.org

AGENDA

CRSB RECOMMENDATION No.: 2026- 001

CITY OF SPOKANE CLIMATE RESILIENCE & SUSTAINABILITY BOARD

RESOLUTION RECOMMENDING SUPPORT OF THE CLIMATE POLICY INTEGRATION DOCUMENT IN THE 2026 PERIODIC UPDATE

Resolution to the City of Spokane Plan Commission to include Climate Policy Integration in the 2026 periodic update of the City of Spokane Comprehensive Plan.

WHEREAS, the Climate Resilience and Sustainability Board (CRSB) spent 2025 working with staff and consultants to evaluate and develop goals and policies to integrate climate planning into the Comprehensive Plan as part of the PlanSpokane 2046 Periodic Update, and;

WHEREAS, the City of Spokane has developed climate planning under HB 1181 to enhance community resilience, reduce greenhouse gas emissions, and prioritize environmental justice to avoid worsening environmental health disparities, which has been supported by a Washington Department of Commerce climate planning grant which is funded from Washington's Climate Commitment Act, and;

WHEREAS the CRSB serves as the Climate Policy Advisory Team for the climate planning element within the City of Spokane's Comprehensive Plan and its members have evaluated and reviewed the draft climate policy integration document; and

WHEREAS, the CRSB held a hearing on whether to recommend approval of the Climate Policy Integration document to the City of Spokane Plan Commission on February 12, 2026; and

WHEREAS, during the public hearing the CRSB received comment from Kirsten Angell and deliberated over including an additional recommendation for consideration by the Plan Commission to amend NE 11.4 Forest Inventory Database as follows:

> "Create and maintain an inventory of existing and potential natural lands and fish and wildlife habitat, evaluated for their ecological and climate resilience values, using Best Available Science. A Natural Area and Habitat Connectivity Network database in the city's geographic Information System would disseminate the information for decision makers and the public in a usable, interactive format."

WHEREAS, the CRSB, by a vote of 12 Ayes 0 Nays recommends the following:

AGENDA

NOW, THEREFORE --- it is hereby resolved by the Spokane Climate Resilience & Sustainability Board to

1. Recommend to the City of Spokane Plan Commission inclusion of the final climate policies listed in the February 12, 2026 memorandum titled "CRSB Draft Final Climate Policies" in the 2026 periodic update of the City of Spokane Comprehensive Plan.
2. Further recommend to the City of Spokane Plan Commission consideration of amended language of NE 11.4 Forest Inventory Database, as outlined above.
3. Authorize the Chair prepare and sign on the Board's behalf a written decision consistent with CRSB Rule 6.5 and attached as Attachment A.

ADOPTED by the Spokane Climate Resilience & Sustainability Board by a vote of 12 Ayes & 0 Nays on this 12th day of February, 2026.

Brian G. Henning, CRSB Chair

Approved as to form:

Michael J. Piccolo
Michael J. Piccolo (Feb 19, 2026 14:40:40 PST)

City Attorney

AGENDA

CITY OF SPOKANE CLIMATE RESILIENCE AND SUSTAINABILITY BOARD FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON CLIMATE POLICIES RECOMMENDATIONS FOR THE PLANSPOKANE 2046 COMPREHENSIVE PLAN PERIODIC UPDATE

A recommendation of the City of Spokane Climate Resilience and Sustainability Board to the Spokane Plan Commission for integration of climate policies within the PlanSpokane 2046 periodic update consistent with state laws.

FINDINGS OF FACT:

A. The City of Spokane (City) is required to amend and adopt a Comprehensive Plan that complies with the requirements of the Growth Management Act (GMA) under RCW 36.70A.040.

B. The City is undertaking a periodic update to the Comprehensive Plan, which is the guiding document for future growth and includes actions by the City, due at the end of 2026. PlanSpokane 2046 will identify policies and future regulations to direct the next 20 years of growth for the City.

C. In 2023, the Washington State Legislature passed HB1181 which added a climate goal to the GMA under RCW 36.70.70A and requires local comprehensive plans to have a climate change and resiliency element that is designed to result in reductions in overall greenhouse gas emissions and enhance resiliency to and avoid the adverse impacts of climate change, to include efforts to reduce localized greenhouse gas emissions and avoid creating or worsening localized climate impacts to vulnerable populations and overburdened communities.

D. The Washington State Department of Commerce (WA Commerce) published the Climate Element Planning Guidance to help counties and cities planning under the state's GMA develop the comprehensive plan climate element with goals and policies that align with the requirements outlined in RCW 36.070.70A.

E. City Council adopted Resolution 2024-0038 to initiate climate planning consistent with the requirements of HB 1181 under the comprehensive plan periodic update.

F. During the 2023-2025 state biennium, WA Commerce made available through the Washington Climate Commitment Act (CCA) approximately $30 million in statewide grants to help counties and cities prepare for the impacts of climate change through 2029. The City was allocated $700,000.

G. For the 2023-2025 biennium, City Council accepted $420,000 of the allocation (OPR 2024-0142) for Phase 1 of climate planning, which focused on early community engagement, climate impacts analysis, policy gap analysis, and the development of a climate risk and vulnerability assessment with a focus on equity and climate justice.

H. For the 2025-2027 biennium, City Council accepted the remainder $280,000 of the allocation (OPR 2025-0500) for Phase 2 of climate planning, which focused on ongoing community engagement, policy development and prioritization, environmental justice review, and integration into the PlanSpokane 2046 periodic update.

AGENDA

I. In 2024, the Spokane City Council created the Climate Resilience and Sustainability Board (CRSB) by Ordinance C36557 to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.

J. The CRSB serves as the Climate Policy Advisory Team in alignment with Commerce's guidance to assess climate-related hazards and local emissions, consider public input, and provide goal and policy recommendations.

K. Outreach and public communication began in 2024 and continued throughout 2025 and into 2026 with online and in-person methods, a project website, community surveys, in-person and virtual workshops, in-person and virtual focus groups, email updates, and online information sharing through story maps, blog posts, social media, and regular project updates. Key engagement activities reached over 3,300 Spokane residents.

L. The Tribal Engagement Workgroup (TEW) was launched to ensure that Indigenous voices and knowledge systems were included climate planning and to inform the City's 2026 Comprehensive Plan.

M. The Climate Technical Advisory Committee (CTAC) was formed as an interdisciplinary committee of City divisions and departments to gather input and feedback throughout the process on priorities, related work, and ideas to inform and shape the climate policies.

N. The draft final climate policies were developed, amended, and refined by the CRSB, CTAC, TEW, and community engagement between August 2025 and January 2026.

O. The CRSB and Spokane Plan Commission hosted two joint special meetings to discuss climate planning and integration into the Comprehensive Plan in October 2025 and January 2026.

P. The Draft Final Climate Policy Memo (Memo) provided on February 12, 2026 includes revisions to and documentation of the draft final policies discussed at the joint meeting on January 28, 2026. The Memo provides the draft policies for consideration by the CRSB at the scheduled hearing on February 12, 2026.

Q. The draft final climate policies outlined in the February 12, 2026 Memo and corresponding policy list include 97 policies aligned with the 11 climate sectors outlined by the WA Commerce: Agriculture & Food Systems; Built Environment & Energy; Cultural Resources & Practices; Economic Development; Emergency Management; Health & Well-being; Ecosystems; Transportation; Waste Management; Water Resources; Zoning.

R. On February 12, 2026, the CRSB held a public hearing on the Draft Final Climate Policies Memo, including taking of verbal testimony, and closed the public record on that date.

S. Public comment, as well as agency and department comments, received prior to the February 12, 2026 CRSB public hearing were included for consideration. On February 12, 2026, the CRSB conducted its deliberations on this Memo and voted 12-0 to recommend to the Spokane Plan Commission the following:

AGENDA

1. Recommend to the Spokane Plan Commission inclusion of the final climate policies listed in the February 12, 2026 memorandum titled “CRSB Draft Final Climate Policies” in the 2026 periodic update of the City of Spokane Comprehensive Plan.

T. During deliberations by the CRSB, recommendations were further made by vote on the following additional request.

1. Adopt the Draft Final Climate Policy List with an additional amendment to add point three to the draft Resolution in the packet to further recommend to the Plan Commission to modify or supplement NE 11.4 to include the considerations in the public comment received from Spokane Urban Nature (SUN) as attached (attached as page 3 in the minutes).

U. Except as otherwise indicated herein, the CRSB recommends the final climate policies to the Plan Commission with above referenced amendment to NE 11.4.

CONCLUSIONS:

Based upon review of the Packet materials, staff analysis and CRSB Draft Final Climate Policies, which is incorporated into these findings, conclusions and recommendation, agency and public comments received, and public testimony provided, the CRSB makes the following conclusions for Climate Policy Integration in the 2026 periodic update of the City of Spokane Comprehensive Plan.

1. The Draft Final Climate Policies, as contained in the CRSB Draft Final Climate Policies Memo are consistent with state law requirements, are designed to enhance community resilience, reduce greenhouse gas emissions, and prioritize environmental justice to avoid worsening environmental health disparities.
2. The CRSB, as the Climate Policy Advisory Team for the climate planning element within the City of Spokane’s Comprehensive Plan, evaluated and reviewed the draft climate policies and recommends to the Spokane Plan Commission integration of the Final Climate Policies in the 2026 Periodic update.

RECOMMENDATION:

The CRSB recommends the Spokane Plan Commission include the final climate policies listed in the February 12, 2026 memorandum titled “CRSB Draft Final Climate Policies” in the 2026 periodic update of the City of Spokane Comprehensive Plan on a vote of 12-0.

The CRSB further recommends the Spokane Plan Commission consider the written comment received from Kirsten Angell and attached to these findings and the hearing minutes. Specifically the recommendation for consideration of amended language to NE 11.4 which calls for a “Forest Inventory Database” in the Ecosystem section of the Climate Resilience Policy:

> “Create and maintain an inventory of existing and potential natural lands and fish and wildlife habitat, evaluated for their ecological and climate resilience values, using Best Available Science. A Natural Area and Habitat Connectivity Network database in the city’s geographic Information System would disseminate the information for decision makers and the public in a usable, interactive format.”

AGENDA

These Findings and Conclusions are prepared and signed pursuant to CRSB Rule 6.5 and approved by a vote of 12 to 0 by the CRSB on the 12thd day of February, 2026.



Brian G. Henning, Chair
Climate Resilience and Sustainability Board

Date: Feb 20, 2026

AGENDA

Kirsten Angell, here to represent myself, as well as Spokane Urban Nature (SUN). My goal today is to be helpful. I am deeply grateful for the work of this Board.

Language for identifying and protecting interconnected natural areas and systems is in this document, thankfully. But, if our city doesn't have data about these areas and systems, collected and accessible, or a rubric for the assessment of ecological values, which goes above and beyond habitat connectivity to include human health and flood mitigation, waste water filtration, etc.., it will be much more difficult to protect the ecological services and cultural riches we currently enjoy or could potentially establish.

If we have suggested language that creates a database for identifying our urban canopy, as the language states in NE 11.4, which calls for a "Forest Inventory Database," why wouldn't we also prioritize the gathering of data highlighting our city's existing and potential habitat connectivity? We need to be careful with places that are undervalued simply because we have no rubric, yet, to define and highlight their value (ecological + cultural value = resilience). This additional database and evaluation criteria would get us one step closer to our city's capacity to "identify" these areas of significant ecological and cultural value.

So, suggested new language in the Ecosystem section of Climate Resilience Policy could read:
"Create and maintain an inventory of existing and potential natural lands and fish and wildlife habitat, evaluated for their ecological and climate resilience values, using Best Available Science. A Natural Area and Habitat Connectivity Network database in the city's Geographic Information System would disseminate the information for decision makers and the public in a usable, interactive format."

This suggestion is highly compatible with other language used in the updated climate resilience policies. For example, in the Land Use section updates, Policy 2-4 specifically states, "Protect, restore, acquire and maintain urban forests, critical areas, shorelines and open spaces as interconnected natural systems that provide flood protection, heat reduction and carbon sequestration benefits." You will also find compatibility in the suggested policy updates for Health and Wellness and in existing chapters, NE 13 and NE 7, Connectivity and Natural Land Form.

To conclude, we encourage you to go a step further and create language that supports a clear pathway for collecting and evaluating important habitat and connectivity data so that the other goals and policies towards building climate resilience in our community will be more likely to be implemented. Without data, and a solid evaluation rubric, changes to policy are much more difficult to support. As a guiding document, this language addresses climate resilience and would be an important addition to our CP.

AGENDA

Policies that meet the Climate GMA requirements

Supportive policies

Unique ID	Policy	Sector
MCPA_0055	Establish and maintain publicly accessible community gardens on city property, as appropriate, in partnership with local organizations to support traditional Indigenous food gardens and culturally specific growing practices as well as to increase access to local and culturally diverse food for all residents.	Agriculture & Food Systems
MCPA_0054	Incentivize rooftop and ground-level gardens, community composting, and food forest projects within new and existing development to strengthen local food security and access to nature, prioritizing access for renters, residents without private yards, and overburdened communities.	Agriculture & Food Systems
MCPA_0021	Support farmers' or public markets, fruit and vegetable stands, food production services, small-scale farms, and other avenues for local food production and access such as with simpler permitting processes or financial incentives, as a means of local food security and diversity in business opportunities.	Agriculture & Food Systems
MCPA_0058	Support culturally relevant programs and partnerships that offer educational resources for healthy cooking, community gardening, mental and physical health, and other skills related to community health and resiliency.	Agriculture & Food Systems
MCPA_0019	Incentivize and enable uses that provide healthy, affordable, and locally produced food in parts of the city with limited food access, including by amending land use and zoning designations, as well as updating code requirements.	Agriculture & Food Systems
MCPA_0057	Identify and designate areas that are suited for ongoing agricultural production, while also permitting smaller-scale urban agricultural uses such as community gardens, home gardens, and small livestock throughout the city, recognizing urban agriculture as a community and economic asset that supports food security, local resiliency, and public health.	Agriculture & Food Systems
MCPA_0059	Partner with food banks, farmers' markets, and other organizations to provide resources, services , and information to improve food access.	Agriculture & Food Systems
MCPA_0053	Encourage the use of alternative and emerging agricultural tools and practices that support regional resiliency to climate change, such as hydroponics and regenerative farming.	Agriculture & Food Systems

AGENDA

Unique ID	Policy	Sector
MCPA_0066	Partner with energy providers, other regional partners, and state regulators to offer incentives or rebates for property owners who make energy-efficient improvements, such as heating, ventilating, air conditioning and refrigerating installations, operations, and maintenance, on the condition that cost savings are shared with tenants.	Buildings & Energy
MCPA_0065	Implement and support building and energy codes and policies amendments that reduce energy and fossil fuel use, and air quality impacts for existing and new residential, commercial, industrial, and other buildings in a manner that equitably considers energy transition cost and benefits for overburdened communities.	Buildings & Energy
MCPA_0069	Encourage the development of heat mitigating roofs and other passive cooling site and building features by exploring code updates and incentives in Downtown and other high intensity areas of the city to reduce energy use and improve resilience.	Buildings & Energy
MCPA_0070	Expand renewable energy production and storage opportunities through code updates and incentives.	Buildings & Energy
MCPA_0068	Regularly monitor progress and update interim targets for the City's net zero greenhouse gas emissions goal as set in municipal code.	Buildings & Energy
MCPA_0067	Preserve and expand renewable energy sources and reduce energy use, air quality impacts, refrigerant emissions, and potable water consumption in City buildings and operations.	Buildings & Energy
MCPA_0062	Protect, enhance, and restore ecosystems in order to support Tribal rights and conserve culturally important consumptive and non-consumptive resources including foods, medicinal plants, and materials that could be adversely impacted by climate change.	Cultural Resources & Practices
MCPA_0061	Protect and enhance sacred areas and cultural sites within the growing urban setting through collaboration with local Tribes, historians, organizations, and residents to identify features to be protected.	Cultural Resources & Practices
MCPA_0063	Protect significant historic and cultural sites prone to floods or other hazards worsened by climate change.	Cultural Resources & Practices
MCPA_0009	Provide a range of financial and regulatory incentives to encourage the reuse, renovation, and preservation of historic structures while disincentivizing demolition.	Cultural Resources & Practices

AGENDA

Unique ID	Policy	Sector
MCPA_0073	Collaborate with colleges, schools, technical programs, labor organizations, and other agencies to encourage the development of an environmentally focused jobs pipeline that benefits overburdened communities and supports a circular economy.	Economic Development
MCPA_0075	Incentivize brownfield redevelopment projects that incorporate resilient and sustainable features through City investments and technical assistance, particularly in overburdened communities.	Economic Development
MCPA_0076	Support the long-term usability of commercial buildings in economically disadvantaged areas through targeted investments and incentives such as technical assistance, grants, or loans for revitalization of facades and storefronts, security and accessibility improvements, and other renovations.	Economic Development
MCPA_0074	Support, incentivize, and encourage purchasing from businesses that primarily employ local people, use local materials ,and produce and sell their products and/or services locally to preserve existing businesses and reduce Vehicle Miles Travelled and Greenhouse Gases.	Economic Development
MCPA_0080	Collaborate with Tribal partners to leverage traditional ecological management strategies for natural areas.	Ecosystems
MCPA_0156	Identify, purchase, preserve, restore, and maintain existing and potential links between wildlife habitats, seeking to form a network of wildlife habitats while partnering with regional, community, and state agencies and programs.	Ecosystems
MCPA_0146	Establish and support programs, codes, and standards that support the long-term health and maintenance of the urban canopy on public and private lands, including public awareness campaigns, incentives, and funding opportunities, prioritizing areas with high heat risk and overburdened communities.	Ecosystems
MCPA_0083	Implement programs, codes, and standards that increase aquatic and upland habitat resilience by protecting water quality, increasing water residence time in streams, implementing natural landscaping to slow, filter, and store stormwater, conserving water, protecting groundwater, and keeping waters cool.	Ecosystems
MCPA_0149	Provide educational resources and volunteer opportunities for environmental stewardship on City-owned property, including with clean-up events for trails, parks, and swales, and the planting of street and park trees.	Ecosystems

AGENDA

Unique ID	Policy	Sector
MCPA_0093	Develop resilience hubs — community-serving facilities that are designed to support residents, coordinate communication, distribute resources, and reduce carbon pollution while enhancing quality of life — throughout the city, prioritizing investments in areas with vulnerable and overburdened communities.	Emergency Management
MCPA_0095	Collaborate with Tribes and Native organizations to facilitate and identify places where Tribal members and Indigenous people can interact before, during, and after emergencies that serve as clean air and cooling centers, charging stations, and evacuation centers.	Emergency Management
MCPA_0086	Work with Tribes and Native organizations to identify evacuation routes and tailored emergency management strategies addressing wildfire, flooding, and other extreme events.	Emergency Management
MCPA_0091	Develop a comprehensive, communitywide wildfire resilience strategy that improves emergency response capabilities, promotes a fire-adapted community, and fosters short- and long-term wildfire recovery, while building community awareness of the strategy.	Emergency Management
MCPA_0092	Provide residents living in Wildland-Urban Interface (WUI) areas information about fire prevention and Firewise best practices while applying WUI best practices to new development through building code, ventilation, and landscaping provisions.	Emergency Management
MCPA_0148	Work with community-based organizations to identify, update, and maintain emergency evacuation routes, locations, and strategies, focusing on neighborhood and block-level plans tailored to the meet the needs of the most vulnerable residents.	Emergency Management
MCPA_0088	Engage with community members and organizations to provide resources that help residents plan and practice actions that make evacuation quicker and safer.	Emergency Management
MCPA_0150	Ensure timely emergency notifications for wildfire, smoke, flooding, and other extreme events that provide both digital and non-digital outreach materials in multiple languages.	Emergency Management
MCPA_0089	Ensure redundancy in emergency routes accessible by multiple transportation modes including vehicular, non-motorized routes, and transit services to reduce transportation barriers to effective evacuation under different climate hazard scenarios.	Emergency Management

AGENDA

Unique ID	Policy	Sector
MCPA_0101	Support Tribes and Native organizations in strengthening community connectedness and social and economic vitality to help communities improve their economic prosperity and resilience to climate impacts, such as by prioritizing funding for Native-led centers that host multi-generational knowledge sharing, recreation, and health and wellness services.	Health & Well-being
MCPA_0100	Foster stronger community connectedness and economic vitality that helps improve economic prosperity and community resilience to climate impacts, such as through equitable investments in libraries, parks, recreation programs, urban green space and ventilation corridors, multimodal connections and other such areas, prioritizing overburdened and vulnerable communities.	Health & Well-being
MCPA_0096	Allocate resources to help all community members, including low-income residents, in remaining in their homes during extreme climate events, including extreme heat and wildfire smoke, through infrastructure and services such as the installation of cooling devices or high-quality portable air cleaners, utility bill assistance, or community and Tribal partner collaborations and educational opportunities.	Health & Well-being
MCPA_0139	Equitably expand the City's programming and park maintenance and preservation activities to increase amenities that address comfort and protection from extreme weather such as shade and drinking fountains and improve safety, education, and community resources at parks, prioritizing investments in the most vulnerable parts of Spokane.	Health & Well-being
MCPA_0103	Provide all residents with an equitable opportunity to learn about climate impacts, influence policy decisions, and take actions to enhance community resilience to promote environmental justice and support physical and mental health and well-being.	Health & Well-being
MCPA_0098	Develop and implement an urban heat resilience strategy that includes land use, urban design, urban greening, and waste heat reduction actions that benefit overburdened communities.	Health & Well-being
MCPA_0102	Allocate resources at a consistent and meaningful level for programs and events focused on Spokane's youth (18 and under) and their specific needs for social and emotional health, and cultural belonging.	Health & Well-being
MCPA_0111	Apply resilience-focused development standards in high-risk zones, including the wildland–urban interface (WUI) and flood-prone areas.	Zoning & Development

AGENDA

Unique ID	Policy	Sector
MCPA_0113	Protect, restore, acquire, and maintain urban agricultural lands, urban forests, critical areas, shorelines, habitats, and open spaces as interconnected natural systems that provide flood protection, heat reduction, and carbon sequestration benefits, including through codes, capital investments, and regional partnerships.	Zoning & Development
MCPA_0110	Incorporate climate hazard risk and environmental justice criteria and mitigation into land use and infrastructure planning before major land use plan or policy changes, or when siting, replacing, or relocating community assets, such as transportation, civic facilities, and parks.	Zoning & Development
MCPA_0157	Reduce impervious surfaces in the city, in areas of drainage concern mapped by the City, to address urban heat island mitigation, and promote groundwater recharge and infiltration.	Zoning & Development
MCPA_0107	Foster transit-oriented development and accessible neighborhoods by increasing intensity around multimodal transportation options in order to reduce VMT and GHG emissions and promote community resiliency.	Zoning & Development
MCPA_0106	Prioritize infill development, while expanding, protecting, and maintaining the City's tree canopy, through zoning regulations and permitting processes.	Zoning & Development
MCPA_0105	Plan for and accommodate diverse, affordable, and attainable housing types to meet demand while avoiding sprawl in order to decrease emissions and infrastructure costs and preserve open space.	Zoning & Development
MCPA_0147	Designate neighborhood- and regional-scale mixed-use areas on the Land Use Plan Map and provide a compatible mix of housing, commercial uses, and activities to focus growth, and support complete, walkable places.	Zoning & Development
MCPA_0151	Apply parking maximums and consider using parking pricing to discourage solo driving and encourage shifts to off-peak travel or other transportation modes.	Zoning & Development
MCPA_0152	Develop and administer parking policies that encourage shared parking, reduce excess parking, and reflect the high value of curb and street right-of-way.	Zoning & Development
MCPA_0125	Promote natural tree cover, built shade, and cooling infrastructure along new and existing sidewalks, streets, transit stops, and public spaces to enhance resilience to extreme heat, prioritizing urban heat islands and locations where populations susceptible to health impacts gather.	Transportation

AGENDA

Unique ID	Policy	Sector
MCPA_0116	Prioritize public transit expansion, frequency, capacity, reliability, and coordinated land use and transportation planning that improves service especially for transit-dependent populations and lower-income and overburdened neighborhoods.	Transportation
MCPA_0140	Alter traffic patterns and enhance neighborhood streets to provide a complete transportation network for all users in line with the Complete Streets Ordinance, ensuring equitable distribution of innovation, access, choice, and options, and freight and emergency access throughout the four seasons for people walking, biking, and rolling, transit riders, and people driving motor vehicles.	Transportation
MCPA_0117	Develop zero-emission vehicle infrastructure and incentives including E-bikes, prioritizing workplaces, lower-income residents, and renters.	Transportation
MCPA_0123	Design and site new and expanded roads, rail infrastructure, and water-crossing structures to minimize environmental impacts, protect public access, and incorporate climate-resilient features such as fish-friendly passage.	Transportation
MCPA_0124	Improve street connectivity and walkability, including sidewalks and street crossings, to support everyday mobility and access to potential evacuation routes.	Transportation
MCPA_0141	Enhance and maintain sidewalks, trails, and low traffic stress bicycle facilities to prioritize the safety of the most vulnerable road users traveling by foot, bicycle and other adaptive or assistive devices.	Transportation
MCPA_0122	Install updated stormwater controls on roadways when capital improvements are implemented and where surrounding development is less likely to contribute stormwater improvements.	Transportation
MCPA_0118	Maintain bicycle and pedestrian connectivity during construction of development or projects that block the right of way.	Transportation
MCPA_0119	Improve active transportation and other multimodal types of transportation options in concurrency programs – both in assessment and mitigation.	Transportation
MCPA_0126	Support federal, state, and regional actions, and implement City actions that align with, direct, and model zero waste principles and state goals in partnership with the regional solid waste management system.	Waste Management

AGENDA

Unique ID	Policy	Sector
MCPA_0072	Support a circular economy that increases demand for reused and recycled materials, reduces demand for new raw materials and their embodied carbon emissions, and fosters community education and participation through regulations, incentives, and collaboration.	Waste Management
MCPA_0129	Encourage and expand home and commercial composting to increase waste reduction and diversion, reduce the generation and disposal of organic waste, and increase soil health.	Waste Management
MCPA_0127	Collaborate with regional and community partners to provide equitable outreach and engagement and clear and consistent messaging around waste reduction (including reuse and repair), recycling, and composting among homes and businesses.	Waste Management
MCPA_0128	Strengthen and expand programs that enable and incentivize reuse and recycling of construction, deconstruction, and demolition materials and waste and the incorporation of such materials into building and construction designs.	Waste Management
MCPA_0138	Encourage and support residents and businesses to optimally manage rainwater, water use, and stormwater on their properties such as through modeling practices on public properties, adopting codes and standards that enable and encourage rain gardens, drought tolerant plants, or permeable pavements.	Water Resources
MCPA_0134	Strengthen and implement a water conservation strategy that leads to decreases in household, commercial, industrial, and agricultural water use citywide, commensurate with the true available capacity of the City's water supply and effects of a changing climate, including expanded incentives for drought-tolerant, native plantings and the use of innovative incentive, communication, and education programs.	Water Resources
MCPA_0136	Develop, implement, and regularly review a comprehensive drought resilience strategy that factors in projected climate impacts and sets action levels for different drought stages in municipal code.	Water Resources
MCPA_0132	Manage water resources for all users sustainably through a "One Water" concept that manages all forms of water, including through retaining rainwater strategies, smart irrigation, stormwater management, preventative maintenance, water conservation, infiltration and groundwater recharge, plant selection, landscape management, utility rate structures, and other methods that respect water rights regulations while supporting a resilient and effective urban water system.	Water Resources

AGENDA

Unique ID	Policy	Sector
MCPA_0135	Set and regularly monitor progress for short- and long-term targets for water conservation goals set in municipal code.	Water Resources
MCPA_0133	Develop a program to allow municipal reclaimed water systems, where feasible considering water rights, and allow onsite non-potable water systems to reduce water demand in private-sector commercial and residential buildings.	Water Resources

AGENDA

CRSB Resolution and Findings of Fact

Final Audit Report 2026-02-21

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By:	Emily King (eking@spokanecity.org)
Status:	Signed
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Signer mpiccolo@spokanecity.org entered name at signing as Michael J. Piccolo
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Agreement completed.
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Adobe Acrobat Sign

AGENDA

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	12/22/2025
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPMENT SERVICES CENTER		
Contact Name/Phone	TAMI 6157		
Contact E-Mail	TPALMQUIST@SPOKANECITY.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	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	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

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 Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List

	tpalmquist@spokanecity.org
akiehn@spokanecity.org	

Agenda Sheet for City Council: **Committee:** Urban Experience **Date:** 04/20/2026 **Committee Agenda type:** Discussion		**Date Rec'd**	4/15/2026
		Clerk's File #	
		Cross Ref #	
Council Meeting Date: 05/11/2026		**Project #**	
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	HEATHER PAGE 6578	**Requisition #**	
Contact E-Mail	HPAGE@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	2026 FUNDING RECOMMENDATIONS FOR THE COMMUNITY DEVELOPMENT		

Agenda Wording

The Community Development Block Grant (CDBG) capital application opened on November 15, 2025, and closed on January 15, 2026. Attached are the recommendations for funding allocation.

Summary (Background)

The Community Development Block Grant (CDBG) capital application opened on November 15, 2025, and closed on January 15, 2026. The CDBG funds available for allocation included: $400,000 Estimated 2026 CDBG Neighborhood Allocation $1,102,484 Estimated 2026 CDBG Capital and unspent funds from previous years CDBG Neighborhood Allocation Four applications were received for the CDBG Neighborhood Allocation funds for total request of $275,000 of the estimated $400,000 Program Year (PY) 2026 funds. While all the applications met CDBG eligibility requirements, one public infrastructure project could not move forward at this time and was not funded. The Affordable Housing Committee voted to fully fund the remaining projects. To address the funds remaining in this funding pool, the Community Assembly Community Development Committee requested that the excess CDBG Neighborhood funds be awarded to the three projects fairly. The AHC voted to divide the excess funding proportionally between the three applicants based on the initial requests they made. The final funding recommendations are as follows: 1. Shiloh Hills, Friendship Park Sports Court $266,667 2. Nevada Heights, Just One Neighborhood Project $88,889 3. Chief Garry Park, Northeast Youth and Family Services, Parking Lot $44,444 CDBG Capital Thirteen applications were received for CDBG Capital funds for a total request of $2,785,859 for $1,102,484 in estimated funding. After careful review and deliberation, the AHC recommended 4 projects for full funding, 4 projects for partial funding, 5 projects for no funding. North East Community Center Association submitted two applications for consideration. The NECCA Flooring project was a 2nd funding priority for NECCA. Given the limited funding, the second priority project was not recommended for CDBG funding. The VOA project requested funds in both the HOME and CDBG Capital rounds and was prioritized for funding in the HOME funding round and not selected for funding in the CDBG funding round. The public infrastructure project submitted by Lilac City Housing Alliance could not

move forward at this time, therefore the project was not recommended for funding. Projects recommended for funding and the amounts recommended: 1. Northeast Youth Center, NEYC Rehabilitation $210,000 2. Transitions, TLC Boiler Replacement $55,000 3. Northeast Public Development Authority, 3011 Wellesley $199,500 4. Northeast Community Center Association, Air Filtration and Upgrades $142,320 5. Catholic Housing Services of Eastern Washington, Ridpath $117,205 6. The Salvation Army, Stepping Stones Rehabilitation $150,000 7. Salish School Of Spokane, Salish Cultural Recreation Community Center $52,789 8. Martin Luther King Jr Community Center, Restroom Rehabilitation $175,670

What impacts would the proposal have on historically excluded communities?

CDBG funds support households earning less than 80% AMI. As funds granted through US Department of Housing and Urban Development, CDBG projects must comply with all aspects of Fair Housing regulations.

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?

CDBG projects follow HUD protocols in reporting demographic data associated with projects. Data is reported in IDIS, HUD's reporting and data collection platform for CDBG funds.

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

The performance of CDBG projects is reported annually through the CAPER. Changes are made to projects to increase effectiveness during each contract term.

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

The CDBG funding allocations align with the City of Spokane's 2025-2029 Consolidated Plan and the 2026 Annual Action Plan as required by HUD.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	**$** 1,502,484
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Funding for the capital projects comes from CDBG, a recurring formula grant from HUD.

Amount		**Budget Account**
Expense	**$** 1,502,484	**#** 1690-95576-99999-33114-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Grant

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

CDBG is a yearly formula grant allocation from HUD

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	KINDER, DAWN	**ACCOUNTING -**	BROWN, SKYLER
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

RESOLUTION 2026-

A resolution setting forth the City Council's approval and endorsement of funding for contracts for Housing and Homeless Services (HHS) arising from the Community Development Block Grant (CDBG) program allocation. This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, the City anticipates receiving $3,117,573 in an annual 2026 allocation, an estimated $1,200,000 in annual program income, and $419,737 in unused CDBG funds from the United States Department of Housing and Urban Development for PY2026 projects; and

WHEREAS, pursuant to 2026 Community Development Block Grant Request for Proposals HHS accepted applications for CDBG capital funding through an open, competitive process November 15, 2025-January 15, 2026; and

WHEREAS, on March 10, 2026, the CHHS Affordable Housing Committee thoroughly reviewed said applications and recommended the following eight projects for funding:

1.	Northeast Youth Center, NEYC Rehabilitation	$210,000
2.	Transitions, TLC Boiler Replacement	$55,000
3.	Northeast Public Development Authority, 3011 Wellesley	$199,500
4.	Northeast Community Center Association, Air Filtration and Upgrades	$142,320
5.	Catholic Housing Services of Eastern Washington, Ridpath	$117,205
6.	The Salvation Army, Stepping Stones Rehabilitation	$150,000
7.	Salish School Of Spokane, Salish Cultural Recreation Community Center	$52,789
8.	Martin Luther King Jr Community Center, Restroom Rehabilitation	$175,670
9.	Shiloh Hills, Friendship Park Sports Court	$266,667
10.	Nevada Heights, Just One Neighborhood Project	$88,889
11.	Chief Garry Park, Northeast Youth and Family Services, Parking Lot	$44,444

and

WHEREAS, the CHHS Board reviewed the Affordable Housing Committee's recommendations and approved the recommendations to go before the Spokane City Council for consideration on April 1, 2026; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses the funding contracts arising from this affordable housing funding round that will be executed once formalized;

BE IT FURTHER RESOLVED that the City Council authorizes the administration through CHHS and any other applicable staff to execute the appropriate contracts and related documents without further action of the City Council.

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

_____
City Clerk

Approved as to form:

Assistant City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/11/2026

Date Rec'd	4/15/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	HOUSING & HOMELESS SERVICES	**Bid #**	
Contact Name/Phone	HEATHER PAGE 6578	**Requisition #**	
Contact E-Mail	HPAGE@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	ANNUAL ACTION PLAN APPROVAL REQUEST		

Agenda Wording

Housing and Homeless Services (HHS) seeks approval of the 2026 Annual Action Plan for CDBG, HOME, and ESG federal grant programs and approval to enter into agreements with HUD and awarded organizations.

Summary (Background)

Housing and Homeless Services (HHS) seeks approval of the 2026 Annual Action Plan for CDBG, HOME, and ESG federal grant programs and approval to enter into agreements with HUD and awarded organizations. The Department of Housing and Urban Development requires grantees (City of Spokane) to submit an Annual Action Plan every year to receive Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) program, and Emergency Solutions Grant (ESG) program funds. The Annual Action Plan includes sections that outline expected resources, and funding priorities for the program year 7/1/2026 - 6/30/2027. HHS prepared the 2026 Annual Action Plan and submitted it to the public for feedback on March 4, 2026. HUD will issue a grant agreement after they review and approve the 2026 AAP submission. The 2026 Annual Action Plan will fund the activities that support the following needs and goals as identified in the 2025-2029 Consolidated Plan. • Increase and preserve the stock of affordable housing options for low- and moderate-income households. • Increase access to essential services for low-and moderate-income households and neighborhoods in the City of Spokane. • Improve public/community infrastructure for low-and moderate-income households and neighborhoods. • Create and expand economic development opportunities for low- and moderate-income individuals. Projects recommended for funding in the 2026 Annual Action Plan are represented in Section AP-35. Projects were selected through open competitive processes reviewed and approved by the CHHS Board. Amounts listed in the attached Resolution are HUD entitlement amounts and do not include program income.

What impacts would the proposal have on historically excluded communities?

CDBG, HOME, and ESG support households earning less than 80% AMI.

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?

CDBG, HOME, and ESG follow HUD protocols in reporting demographic data associated with projects. Data is reported in IDIS, HUD's reporting and data collection platform for CDBG and HOME; and in SAGE for ESG.

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

Data is reported in IDIS, HUD's reporting and data collection platform for CDBG and HOME; and in SAGE for ESG. Each year an annual performance report is published regarding the effectiveness of projects. Changes are made to projects to increase effectiveness during each contract term.

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?

To receive this federal funding the funding must align with the 2025-2029 Consolidated Plan. The Consolidated Plan and Annual Action Plan build on components of the Comprehensive Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 4,475,304.60
Current Year Cost	$ 4,475,304.60
Subsequent Year(s) Cost	$

Narrative

CDBG: $3,117,573.00 HOME: $1,092,547.60 ESG: $265,184.00 This is the City of Spokane's annual formula grant allocation from HUD. The City issues awards to eligible subrecipients to carry out the activities of the grants.

Amount		Budget Account
Expense	$ 3,117,573.00	# 1690-95576-99999-33114-99999
Expense	$ 1,092,547.60	# 1710-95579-99999-33114-99999
Expense	$ 265,184.00	# 1540-95573-99999-33114-99999
Select	$	#
Select	$	#
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.)

This is budget neutral as the expenses will be offset by the revenue from HUD reimbursements. ESG requires a 1:1 match.

Approvals		Additional Approvals	
Dept Head	KINDER, DAWN	ACCOUNTING -	DUFFEY, ANDREW
Division Director	KINDER, DAWN		
Accounting Manager	BROWN, SKYLER		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

	chhsaccounting@spokanecity.org
chhscontracts@spokanecity.org	hpage@spokanecity.org
dnorman@spokanecity.org	

RESOLUTION 2026-

WHEREAS, the Congress of the United States of America has found that the Nation's cities and urban communities face social, economic and environmental problems resulting from the growth and concentration of population in metropolitan areas; and

WHEREAS, in order to assist local governments in addressing these problems, the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act, as amended, were enacted, which provided for a program of community development and housing assistance; and

WHEREAS, under the Housing and Community Development Act and the National Affordable Housing Act, the City of Spokane is "entitled" upon proper application to receive funds for the program year 2026 of approximately $3,117,573.00 - Community Development Block Grant (CDBG), $1,092,547.60 - HOME Investments Partnership Program (HOME), $265,184.00 - Emergency Solutions Grant (ESG); and

WHEREAS, the Housing and Homeless Services Department of the City of Spokane prepared the 2025-2029 Consolidated Plan in March 2025, and the 2026 Annual Action Plan in March 2026, describing the nature of the application and the process and procedures followed in its preparation; and

WHEREAS, during the course of the application process, a plan for citizen participation was developed and implemented which permitted citizens to participate in the preparation of the program and to articulate their needs, preferences, and priorities; and

WHEREAS, citizens were given full information concerning funds available for proposed community development and housing assistance, the range of activities that may be undertaken, the estimated amount of CDBG, HOME, and ESG funds proposed to be used for activities that will benefit persons of low and moderate income, and other important program requirements in public meetings and hearings, consultations, via the HHS website, and at community events between June 2024-March 2025, and September 2025; and

WHEREAS, citizen participation was extensive throughout the many public meetings and hearings, consultations, and engagement with a community needs survey between June 2024-March 2025, and September 2025, to obtain the view of Spokane citizens on community development and housing needs; and

WHEREAS, as a result of citizen's effort and City staff assistance, the Housing and Homeless Services Department and the Community, Housing, and Human Services Board has prepared an application for funds under the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act, as amended, and recommended to the City Council its adoption and approval;

Now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL:

1. The City Council finds:

   a) that in preparing the 2026 Annual Action Plan for Title 1 CDBG funds, HOME funds, and ESG funds, all rules and regulations as promulgated under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act, as amended, have been complied with;

   b) the Housing and Homeless Services Department, the Community, Housing, and Human Services Board, and the program participation with citizen/government participation are in the public interest and beneficial to the physical environment of our community and quality of life therein;

   c) the certifications have been reviewed and the commitments of this City are understood.

2. That the 2026 Annual Action Plan for CDBG, HOME, and ESG funds is hereby approved. Without further Council action, the Mayor or her designee is authorized to sign and directed to file the same on or after May ____, 2026; to execute such additional documents as required to request and secure the release of Community Development Title I funds; to provide such other information as may be required to obtain the funds and execute the projects; and to proceed with project execution upon HUD approval of the Action Plan with the Housing and Homeless Services Department and the Community, Housing, and Human Services Board acting for the City Council as the policy body guiding project execution, including executing contracts and taking any other action necessary for the projects identified in the Housing and Homeless Services Department Action Plan.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

2026 ANNUAL ACTION PLAN

City of Spokane

Housing and Homeless Services Department
spokanechhs@spokanecity.org

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The U.S. Department of Housing and Urban Development (HUD) designated Spokane as an entitlement city, allowing Spokane to receive federal formula grants annually, including Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grants (ESG). These funds address the housing and community development needs of Spokane residents. The City of Spokane's (City) Community Housing and Human Services Department administers these grants, with the goal of providing safe, affordable housing, improving living conditions, and creating economic opportunities for low- and moderate-income households.

To receive these grants, the City must submit a 2025-2029 Consolidated Plan and annual action plans for each year of the planning period. The Consolidated Plan meets federal requirements under 24 CFR 91.200-91.230 and guides the allocation of CDBG, HOME, and ESG funds. Key sections include Consultation and Citizen Participation, Housing Market Analysis, Housing and Homeless Needs Assessment, the Five-Year Strategic Plan, and the first-year Annual Action Plan, along with supporting documentation. The Strategic Plan outlines goals and targets for each funding category based on data analysis and community feedback.

The PY 2026 Annual Action Plan (AAP) is a subset of the Strategic Plan, outlining fund allocations for the program year. The AAP serves as the baseline for evaluating program effectiveness, as reported in the Consolidated Annual Performance and Evaluation Report (CAPER). PY 2026 begins on July 1, 2026, and ends on June 30, 2027.

The City expects to receive approximately $4,475,304 in HUD formula funding in PY 2026: an estimated $3,117,573 in CDBG, $1,092,547 in HOME, and $265184 in ESG funds. Additionally, the City anticipates $1,200,000 in CDBG program income and $145,240 in HOME program income. Program income fluctuates based on housing market conditions, mortgage rates, and unemployment in Spokane County.

In addition to the formula grants, the City was awarded HOME-ARP funding in 2021 to address the needs of homeless and non-homeless special needs populations. The City must expend the entire HOME-ARP allocation by June 30, 2030. As of this reporting period, the entire $4,628,671 of HOME-ARP funds have been allocated to subrecipients, with contracts ending in 2028. Although HOME-ARP is a one-time funding source, awarded in 2021, it is expected to increase the number of low- to moderate-income beneficiaries reported in the Consolidated Annual Performance and Evaluation Report (CAPER).

The City of Spokane agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

The City of Spokane will not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Spokane's PY 2026 objectives and outcomes have been identified in the tables provided in AP-20, AP-35, AP-38.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

At the release of the PY 2026 Annual Action Plan, the City of Spokane cannot comment on performance of projects funded with CDBG, HOME or ESG in PY 2025. The HUD grant agreements were not signed by HUD, and provided to the City of Spokane until December 05, 2025, six months after the start of the program year. The City of Spokane does not execute contracts with subrecipients until they receive the signed agreements from HUD. PY 2025 subrecipients of entitlement funds have not been under contract long enough to evaluate their performance.

Six months of reporting data will be available as of the CAPER reporting deadline of September 30, 2026. The City of Spokane will be able to comment on PY 2025 performance at that time.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Spokane implemented a comprehensive citizen participation and consultation process to support development of the HUD 2026 Annual Action Plan and the 2026 Community Development Block Grant (CDBG) Request for Proposals. As part of this process, the City hosted a series of four public community workshops designed to solicit resident input on community needs, funding priorities, and proposed uses of federal CDBG and HOME funds. Participants were asked to help inform priorities for an estimated $2.3 million in CDBG capital and HOME affordable housing investment.

Workshops were held at easy to access, community-based locations across the city, including the Dr. Martin Luther King Jr. Community Center, Northeast Community Center, Nuestras Raíces Centro Comunitario, and West Central Community Center. Meetings were scheduled on multiple dates and at

both daytime and evening hours to maximize participation. One workshop offered a hybrid in-person and virtual attendance option to reduce barriers to engagement. Light refreshments were provided at select meetings, and the City partnered with neighborhood and cultural community centers to support outreach and participation.

Input received through these workshops was reviewed and incorporated into the 2026 Annual Action Plan to ensure proposed funding priorities reflect community-identified needs, align with HUD requirements, and advance housing and community development outcomes.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No public comments were received. A brief narrative summary of citizen outreach is attached.

6. Summary of comments or views not accepted and the reasons for not accepting them

No public comments were received. The City of Spokane accepts all comments submitted.

7. Summary

The 2025-2029 Consolidated Plan outlines Spokane's objectives to address housing shortages, affordability challenges, and community development priorities. It presents data-driven strategies to improve housing conditions, reduce homelessness, and enhance public services and facilities. The 2026 Annual Action Plan identifies the activities that will be completed to meet the Consolidated Plan's objectives and key outcomes. Specifically, in Program Year 2026, the City of Spokane, through the Housing and Homeless Services Department will address the following outcomes of the 2025-2029 Consolidated Plan:

Housing Stability Improvements

- Increase in Affordable Housing Units: Targeted development efforts will expand the affordable housing inventory.
- Preservation of Affordable Housing Units: Low-cost financing options ensure that affordable housing remains safe and sanitary for low-to-moderate income households.
- Reduced Housing Cost Burden: Rental assistance and homeownership programs aim to lower cost burdens for at-risk populations.

Enhanced Community Resources

- Public Facility Upgrades: Investments in community centers, senior services, and ADA-compliant facilities will improve livability.
- Increased Mental Health and Addiction Services: Expanded funding for treatment programs will address rising behavioral health challenges.
- Workforce and Economic Development: Initiatives will support job training and financial stability for low-income households.

Homelessness Reduction

- Decrease in Unsheltered Homelessness: Expansion of shelter options and rapid rehousing services will provide stable housing alternatives.
- Improved Support Services: Enhanced case management and transitional programs will reduce chronic homelessness.

The 2025-2029 Consolidated Plan underscores Spokane’s commitment to addressing its housing crisis and community development needs. The Consolidated Plan's strategies prioritize affordability, stability, and appropriate housing options ensuring long-term improvements for vulnerable populations through the strategic allocation of CDBG, HOME, and ESG funds. Activities identified for funding in the 2026 Annual Action Plan align with the strategic allocation of CDBG, HOME and ESG funds identified in the Consolidated Plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	SPOKANE	
CDBG Administrator	SPOKANE	Housing and Homeless Services Department
HOPWA Administrator		NA
HOME Administrator	SPOKANE	Housing and Homeless Services Department
ESG Administrator	SPOKANE	Housing and Homeless Services Department
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

City of Spokane
Community Housing and Human Services
808 W Spokane Falls Blvd
Spokane, WA 99201
spokanechhs@spokanecity.org
(509) 625-6325

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

In preparing the 2025-2029 Consolidated Plan, the City consulted a broad cross-section of agencies and organizations representing elderly persons, individuals with disabilities, veterans, persons with HIV/AIDS, immigrant and refugee communities, tribal partners, housing developers, broadband providers, employment services, and domestic violence service providers. Key partners included Aging and Long Term Care of Eastern Washington, Better Health Together, Community Frameworks, Goodwill Industries of the Inland Northwest, Latinos en Spokane, Spokane Neighborhood Action Partners, Spokane Veterans Affairs, YWCA of Spokane, the Spokane Low Income Housing Consortium, and the Spokane City Council.

Consultations were conducted through stakeholder meetings, board presentations, collaborative workgroups, and data-sharing processes. Feedback and system data gathered through these engagements informed priority needs, funding strategies, anti-poverty goals, and performance measures reflected in the 2026 Annual Action Plan. No major housing or community development stakeholders were intentionally excluded, and the City will continue to advance transparent planning processes throughout implementation that consistently include stakeholders.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

During Program Year 2026, the City of Spokane will continue to enhance coordination among public and assisted housing providers and private and governmental health, mental health, and social service agencies to improve housing stability and reduce homelessness.

The City maintains ongoing collaboration with the Spokane Housing Authority (SHA) to align rental assistance, public housing, Housing Choice Voucher utilization, housing development, and supportive service strategies. Coordination efforts focus on expanding access to affordable housing, prioritizing households experiencing homelessness, and improving referral pathways between subsidized housing and supportive services.

The City also partners with local healthcare and behavioral health providers, including CHAS Health and Frontier Behavioral Health, to integrate housing stabilization with primary care, behavioral health treatment, and substance use disorder services. Crisis response and diversion efforts are coordinated with the Spokane Fire Department, the Spokane Police Department, and Spokane County to reduce unnecessary hospitalization and incarceration among individuals experiencing homelessness.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City actively participates in and consults with the Spokane Continuum of Care (CoC), which coordinates regional planning, funding, and system performance for homelessness response. The CoC prioritizes chronically homeless individuals and families, households with children, veterans, survivors of domestic violence, and unaccompanied youth.

In 2026, the City will continue aligning local investments with CoC priorities, including:

- Prioritization of high-barrier and chronically homeless households through coordinated entry.
- Expansion of permanent supportive housing and rapid rehousing interventions.
- Strengthening homelessness prevention and diversion strategies.
- Promoting access to housing and services for everyone.

The City supports regional coordination among Spokane County jurisdictions to improve system performance, data sharing, and resource alignment across housing, healthcare, and public safety systems.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City consults with the CoC in determining ESG allocations, establishing performance standards, and evaluating outcomes for ESG-funded activities. ESG funding decisions are informed by CoC system performance data, identified service gaps, and local needs assessments.

Performance standards for ESG-funded projects emphasize housing placement rates, returns to homelessness, length of time homeless, and successful exits to permanent housing.

The City coordinates with the CoC regarding policies and procedures for the operation and administration of the regional Homeless Management Information System (HMIS). HMIS governance, data standards, and reporting requirements are developed at the CoC level to ensure compliance with HUD requirements and to support system-wide performance measurement.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Aging and Long Term Care of Eastern Washington
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
2	**Agency/Group/Organization**	Better Health Together
	Agency/Group/Organization Type	Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy Special Needs Facilities and Services; Non housing community development assets
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane and Spokane County staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.

3	**Agency/Group/Organization**	Better Health Together Tribal Partner Collaborative
	Agency/Group/Organization Type	Regional organization Tirbal Partners
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City of Spokane staff were invited to attend a Tribal Partners Collaborative meeting. Staff shared general information about the Consolidated Plan and asked for feedback and input based on the collaborative's areas of expertise. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
4	**Agency/Group/Organization**	BROADLINC PDA
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Other government - County
	What section of the Plan was addressed by Consultation?	Broadband needs of housing occupied by low-moderate-income households
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
5	**Agency/Group/Organization**	CHAS
	Agency/Group/Organization Type	Services-Health

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
6	**Agency/Group/Organization**	Community Frameworks
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
7	**Agency/Group/Organization**	Disability Action Center North East Washington
	Agency/Group/Organization Type	Services-Persons with Disabilities

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
8	**Agency/Group/Organization**	Goodwill Industries
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.

9	**Agency/Group/Organization**	Latinos en Spokane
	Agency/Group/Organization Type	Services - Housing Service-Fair Housing Services for undocumented and immigrant populations
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
10	**Agency/Group/Organization**	Priority Spokane
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.

11	**Agency/Group/Organization**	Spokane AIDS Network
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
12	**Agency/Group/Organization**	SPOKANE HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.

13	**Agency/Group/Organization**	Spokane Neighborhood Action Partners
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
14	**Agency/Group/Organization**	Spokane Regional Health District
	Agency/Group/Organization Type	Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
15	**Agency/Group/Organization**	Spokane Veterans Affairs
	Agency/Group/Organization Type	Services - Veterans
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Needs - Veterans Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
16	**Agency/Group/Organization**	YWCA OF SPOKANE
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Employment Services - Victims

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A consultation meeting was held with members from this organization. City of Spokane staff shared general information about the Consolidated Plan and asked for feedback and input based on the organization's areas of expertise. The organization also provided data, assessments, and planning documents specific to their work. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
17	**Agency/Group/Organization**	Spokane Low Income Housing Consortium
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A staff member from the City of Spokane was invited to attend a Spokane Low Income Housing Consortium meeting to share general information about the Consolidated Plan and accept feedback and input based on the organization's areas of expertise. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
18	**Agency/Group/Organization**	Community Housing and Human Services Board
	Agency/Group/Organization Type	Other government - Local

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CHHS Board helps set funding priorities based on the needs and goals in the Consolidated Plan and provides recommendations to Spokane City Council. CHHS staff work closely with the Board to discuss community needs for low- and moderate-income populations. Periodic updates were provided during monthly CHHS Board meetings and feedback was received and considered.
19	**Agency/Group/Organization**	WA 502 Spokane Regional Continuum of Care Board
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City of Spokane staff were invited to attend a CoC meeting. Staff shared general information about the Consolidated Plan and asked for feedback and input based on the CoC's areas of expertise. This feedback was considered when identifying key goals and priority funding areas in the Consolidated Plan.
20	**Agency/Group/Organization**	Spokane City Council
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CHHS staff provided a presentation to City Council members during their August 29, 2024, Study Session. The presentation offered background information on the Consolidated Plan and an overview of the process used to gather community input and pertinent data. Council members were provided with an opportunity to offer feedback to inform the goals of the Consolidated Plan.

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Spokane consults with numerous community stakeholders to ensure resources are provided to citizens in need of public assistance. The list of organizations listed above is representative of government agencies, services providers, educators, veteran services, and public health. HHS provides comprehensive opportunities for citizen engagement in all planning processes.

No major agencies involved in housing or community development were intentionally excluded from consultation. Every effort was made to ensure advanced publication of meetings and opportunities to contribute.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	City of Spokane, Community Housing and Human Services	The Continuum of Care (CoC) promotes community-wide planning and strategic use of resources to address homelessness, improve coordination and integration with mainstream resources and other programs targeted to people experiencing homelessness, improve data collection and performance measurement, and allow each community to tailor its program to the strengths and challenges within that community. Overlapping goals include: promoting an accountable, and transparent homeless crisis response system; prioritizing those with the greatest barrier to housing stability and the greatest risk of harm; preventing episodes of homelessness whenever possible; seeking to house everyone in a stable setting that meets their needs; strengthening the homeless provider workforce.
Assessment of Fair Housing	City of Spokane, Community Housing and Human Services	The Assessment of Fair Housing (AFH) is designed to improve community planning and overcome fair housing issues. The AFH process begins with comprehensive community participation and results in the establishment of fair housing goals to increase fair housing choice and provide equal access and opportunity for all community members. Fair housing barriers identified through this research were considered while developing the Consolidated Plan.
City of Spokane Comprehensive Plan	City of Spokane, Department of Planning Services	The City of Spokane Comprehensive Plan provides guidance for all aspects of the City's growth and development for a period of 20 years. The plan is a set of visions, goals, policies, and implementation strategies that outline how the City should grow physically, socially, and economically. Overlapping goals include: fair and affordable housing, increased housing opportunities, housing rehabilitation, support for economic development programs and small businesses, infrastructure investments, facilities for special needs populations, investments in social health, food access and security.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Shaping Spokane Housing	City of Spokane, Department of Planning Services	Shaping Spokane Housing aims to address the City of Spokane's housing needs while preserving community character and livability. Based on the well-informed strategies in the Spokane Housing Action Plan, the program identifies comprehensive plan policies and development code regulations that can be improved to increase housing choice throughout Spokane. Overlapping goals include: increasing housing choice and attainability for all income levels and housing types; expanding the number of multi-unit developments within the City; and accelerating construction of more housing of all type in neighborhoods.
PlanSpokane - Climate Planning	City of Spokane, Department of Planning Services	Climate Planning supports community resiliency and addresses growing climate hazards. This plan is mandated by the Washington State Growth Management Act and will eventually be incorporated into City of Spokane's Comprehensive Plan. Overlapping goals include: developing infrastructure and policies that help reduce risks to public health and safeguard homes and businesses; and ensuring vulnerable residents have access to resources and support to overcome climate hazards. Concepts from the Climate Plan informed the Hazard Mitigation strategy in the Consolidated Plan.
Spokane County Consolidated Plan	Spokane County Housing and Community Development	Spokane County is currently developing its 2025-29 Consolidated Plan. The City and County worked together to gather data and community feedback to inform the shared goals of affordable housing, addressing community needs, and making place-based investment decisions.
Landscape Scan, Roadmap, and Recommendations	Better Health Together	Care coordination is foundational in providing whole-person care that integrates health and social services. In 2022, Better Health Together conducted a landscape scan of Eastern Washington to identify the current state of care coordination and opportunities for transforming to an improved, whole-person care coordination model. Overlapping goals include: improving resources to support public services; support organizations in developing tools and processes for public services; and expanding community relationships.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Housing Choice Voucher Administrative Plan	Spokane Housing Authority	SHA is a key partner in housing and services offered to low-income households, and special needs, at-risk of homelessness, and homeless households. Housing Choice Vouchers are a critical intervention to stabilizing housing in Spokane.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City of Spokane followed a robust community engagement plan for gathering public feedback in developing the 2025-2029 Consolidated Plan. Spokane will continue seeking the community's feedback as the 2026-2029 Annual Action Plans are developed.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City of Spokane implemented an inclusive citizen participation and consultation process to support development of the HUD 2026 Annual Action Plan, the 2026 Community Development Block Grant (CDBG) Request for Proposals, and the HOME Program Request for Proposals. As part of this process, the City hosted a series of four public community workshops designed to solicit resident input on community needs, funding priorities, and proposed uses of federal CDBG and HOME funds. Participants were asked to help inform priorities for an estimated $2.3 million in CDBG capital and HOME affordable housing investment.

Workshops were held at accessible, community-based locations across the city, including the Dr. Martin Luther King Jr. Community Center, Northeast Community Center, Nuestras Raíces Centro Comunitario, and West Central Community Center. Meetings were scheduled on multiple dates and at both daytime and evening hours to maximize participation. One workshop offered a hybrid in-person and virtual attendance option to reduce barriers to engagement. Light refreshments were provided at select meetings, and the City partnered with neighborhood and cultural community centers to support outreach and participation.

Input received through these workshops was reviewed and incorporated into the 2026 Annual Action Plan to ensure proposed funding priorities reflect community-identified needs, align with HUD requirements, and advance equitable housing and community development outcomes.

The draft 2026 Annual Action Plan was presented at the CHHS Board meeting on March 4, 2026, and again as a Public Hearing on April 1, 2026. The draft 2026 Annual Action Plan was posted to the City's website throughout the public comment period. (https://my.spokanecity.org/chhs/documents/).

Citizens were encouraged to make a comment in the following manner

- During CHHS Board Meetings
- Email to HHS (spokanechhs@spokanecity.org)
- Phone (509-625-6325)

The Public Comment Period

- Begins March 4, 2026
- Ends April 4, 2026

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	September 17, 2025, 5:30pm - 7:00pmDr. Martin Luther King Jr. Community Center500 S. Stone St, Spokane, WA 99202CHHS staff presented goals established for the 2025-2029 Consolidated Plan and the activities allowable under CDBG guidelines. Attendees were asked to identify and rank priorities they felt were most important for the 2026 program year. There were 8 people present.	Responses are summarized in the Citizen Participation appendix.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Non-targeted/broad community	September 18, 2025, 2:00pm - 3:30pmNortheast Community Center4001 N. Cook St, Spokane, WA 99207 / Hybrid CHHS staff presented goals established for the 2025-2029 Consolidated Plan and the activities allowable under CDBG guidelines. Attendees were asked to identify and rank priorities they felt were most important for the 2026 program year. There were 11 people present.	Responses are summarized in the Citizen Participation appendix.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Non-targeted/broad community	September 24, 2025, 2:00pm - 3:30pmNuestras Raices Centro Communitario1214 E. Sprague Ave, Spokane, WA 99202CHHS staff presented goals established for the 2025-2029 Consolidated Plan and the activities allowable under CDBG guidelines. Attendees were asked to identify and rank priorities they felt were most important for the 2026 program year. There were 12 people present.	Responses are summarized in the Citizen Participation appendix.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	Non-targeted/broad community	September 25, 2025, 5:30pm - 7:00pmWest Central Community Center1603 N. Belt St., Spokane, WA 99205CHHS staff presented goals established for the 2025-2029 Consolidated Plan and the activities allowable under CDBG guidelines. Attendees were asked to identify and rank priorities they felt were most important for the 2026 program year. There were 6 people present.	Responses are summarized in the Citizen Participation appendix.	All comments were accepted.	
5	Newspaper Ad	Non-targeted/broad community	March 4, 2026. Notice of Public Comment Period and Public Hearing in the Spokesman Review.	No public comments submitted.	No public comments submitted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Public Meeting	Non-targeted/broad community	March 4, 2026. CHHS Board Meeting. In attendance: Board members and members of the public.	No public comments submitted.	No public comments submitted.	
7	Public Hearing	Non-targeted/broad community	April 1, 2026. CHHS Board Meeting. In attendance: Board members and members of the public.	No public comments submitted.	No public comments submitted.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The anticipated resources for CDBG, HOME, and ESG are estimates based on the 2026 allocations. These allocations are subject to change in Year 3 - Year 5 of the Consolidated Plan. The City of Spokane plans for minor fluctuations in funding and adjusts the project awards accordingly. In the event of a decrease in funding, the City will reduce each selected project's award by an equal amount. Conversely, if funding increases, partial awards will be adjusted by equal percentages, and alternative projects may be funded.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	3,117,573.00	1,200,000.00	419,737.00	4,737,310.00	12,952,719.00	PI is from the RL fund and must be used as per RL requirements. PI is calculated as an average of the previous three years of RL PI. The prior year resources are not expected to be available in future years.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	1,092,547.60	145,240.40	0.00	1,237,788.00	3,713,364.00	PI calculated as an average of the previous two years of PI.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	265,184.00	0.00	0.00	265,184.00	795,552.00	ESG earns no program income.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG public facilities and improvement projects frequently leverage CDBG grants in conjunction with funding from other sources, including Avista, the Washington State Department of Commerce's Connecting Housing to Infrastructure Program, and various philanthropic organizations.

Matching funds for the HOME Program are generated when the City allocates local revenue from the Sales and Use Tax for Affordable Housing and Supportive Services (1590). Subrecipients of HOME Program grants utilize these funds to secure additional financial support from the Washington State Department of Commerce Housing Trust Fund, the Federal Home Loan Bank Affordable Housing Program, the Low Income Housing Tax Credit Program, and other state and federal funding sources.

The City of Spokane collaborates with the Washington State Department of Commerce to secure funding aimed at addressing homelessness. These funding sources are used to support the goals outlined in the WA 502 CoC 5-Year Strategic Plan to Prevent and End Homelessness and to serve as matching funds for the Emergency Solutions Grant (ESG) program.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The Housing and Homeless Services (HHS) Department owns several parcels of vacant property acquired through the Derelict Acquisition and Rehabilitation Program, established by the City of Spokane in 2017. These properties are designated for use in activities that are eligible under the CDBG program. The HHS Department is working with the community to develop these properties in accordance with CDBG requirements, with the aim of addressing community needs for affordable housing, workforce development initiatives, and public facilities.

Discussion

All funding allocations will be utilized in accordance with the eligibility requirements specified in the Code of Federal Regulations. These funds will support activities that address the needs of low- and moderate-income individuals and families. For further information regarding the eligible use of these funds, please contact the Housing and Homeless Services Department at spokanechhs@spokanecity.org.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase & preserve the affordable housing stock	2025	2029	Affordable Housing	City of Spokane	Affordable rental housing Housing repair and rehabilitation Home Ownership opportunities	CDBG: $1,700,000.00 HOME: $1,155,348.00	Rental units constructed: 10 Household Housing Unit Rental units rehabilitated: 35 Household Housing Unit Homeowner Housing Rehabilitated: 30 Household Housing Unit Tenant-based rental assistance / Rapid Rehousing: 10 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Increase access to essential services	2025	2029	Homeless Non-Homeless Special Needs Non-Housing Community Development	City of Spokane	Increased mental health services Increased childcare services Increased access to addiction treatment services Supportive services for vulnerable populations Workforce development	CDBG: $469,970.00	Public service activities other than Low/Moderate Income Housing Benefit: 4000 Persons Assisted
3	Improve public/community infrastructure	2025	2029	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	City of Spokane	Neighborhood Improvements More and/or improved childcare facilities Facility improvements for non-profits	CDBG: $1,102,484.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 29652 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 117 Households Assisted Rental units rehabilitated: 179 Household Housing Unit
4	Create/expand economic opportunities	2025	2029	Non-Housing Community Development	City of Spokane	Microenterprise programs	CDBG: $249,976.00	Jobs created/retained: 25 Jobs Businesses assisted: 15 Businesses Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Increase & preserve the affordable housing stock
	Goal Description	Investments through the HOME program, HOME-ARP, CDBG Single-Family Rehabilitation, CDBG Minor Home Repair, and CDBG Homeownership programs, in addition to local tax dollar investments will be used to preserve and increases the stock of affordable housing for extremely low income, low income and moderate-income households.
2	**Goal Name**	Increase access to essential services
	Goal Description	Increase access to essential services for low-and moderate-income households and neighborhoods in the City of Spokane. Provision of public services designed to benefit low- and moderate-income individuals and communities by addressing various social needs and improving quality of life. The essential services identified most often as funding priorities through the public engagement process include: childcare services, mental health services, addiction treatment services, and supportive services for vulnerable populations. Funds obligated for Public Services activities must not exceed 15% of the annual grant allocation plus 15% of Program Income received during the prior year.
3	**Goal Name**	Improve public/community infrastructure
	Goal Description	Improve public and community infrastructure within low- and moderate-income neighborhoods in the City of Spokane to support safe and resilient communities. Investments through the CDBG program and local funds will be used to acquire, construct, reconstruct, rehabilitate, and improve public facilities and infrastructure. Eligible activities may include improvements to community centers, public facilities, parks, ADA compliant upgrades, streets, sidewalks, utilities, and other neighborhood infrastructure that primarily benefits low- and moderate-income residents. These investments are intended to enhance public safety, increase ADA upgrades, support service delivery, and strengthen neighborhood vitality while meeting applicable HUD national objective requirements.

4	**Goal Name**	Create/expand economic opportunities
	Goal Description	Create and expand economic development opportunities for low- and moderate-income individuals. Assistance to increase workforce development, job skills and training, and the advancement of businesses owned by or serving low- to moderate income populations. Facilitating economic development through the establishment, stabilization, and expansion of microenterprises. A microenterprise is a business having five or fewer employees, one of whom owns the business.

Projects

AP-35 Projects – 91.220(d)

Introduction

A comprehensive community engagement strategy has established four primary goals and thirteen specific priorities for the Consolidated Plan. On an annual basis, the City of Spokane will direct funding allocations toward selected priorities from the thirteen outlined in the Consolidated Plan. For Program Year (PY) 2026, the identified funding priorities are as follows:

Public Services/Economic Development: Enhanced and expanded mental health services, improved and/or expanded childcare services, and the development of job training programs.

Public Facilities/Public Improvements: Neighborhood revitalization efforts, improved childcare facilities, improvements to multi-family affordable housing rental units through rehabilitation, and increased affordable housing units through acquisition.

HOME Priorities: New construction of affordable multi-unit rental housing, acquisition of multi-unit rental housing, and rehabilitation multi-unit rental housing.

Homeownership: Programs offering housing counseling, homeowner education, and down payment assistance.

Activity delivery costs are associated with eligible activities and identified in the IDIS budgets.

Projects

#	Project Name
1	PY26 Micro Enterprise SNAP Financial Access
2	PY26 Micro Enterprise - Community-Minded Enterprises Child Care Providers
3	PY26 Public Services - Spokane Workforce Council Reconnect2Work
4	PY26 Public Services - Christ Kitchen Job Training
5	PY26 Public Services - YWCA Spokane Mental Health Therapy
6	PY26 Public Services - Partners w/Families & Children Advocacy Center
7	PY26 Home Rehab - SNAP Minor Home Repair
8	PY26 Capital - NEYC Play Area Rehab
10	PY26 Capital - Transitions TLC Boiler
11	PY26 Capital - NEPDA Childcare Facility
12	PY26 Capital - NECC Air Filtration & Upgrades
13	PY26 Capital - CHSEW Ridpath Club Rehab

#	Project Name
14	PY26 Capital - The Salvation Army Stepping Stones Rehab (Phase II)
15	PY26 Capital - Salish of Spokane Cultural Recreation Community Center
16	PY26 Capital - MLK Center Restroom ADA Accessibility
18	PY26 NA - Shiloh Hills Friendship Park Court
19	PY26 NA - Just One Neighborhood Project
20	PY26 NA - NEYFS Parking Lot ADA & Safety Improvements
21	PY26 HOME Rental Housing
22	PY26 HOME Administration
23	PY26 HOME CHDO
24	PY26 Home Rehab - SNAP Single Family Rehabilitation
25	PY26 SFR Program Administration
26	PY26 Homeownership - SNAP Homeownership
27	PY26 CDBG Administration
28	PY26 ESG Spokane

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The PY 2026 allocation priorities were identified by the community through the community engagement activities summarized in AP-10 and AP-12 . The City of Spokane's main obstacle to addressing needs is the lack of funding to meet all the needs identified through the competitive application for funding process.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	PY26 Micro Enterprise SNAP Financial Access
	Target Area	City of Spokane
	Goals Supported	Create/expand economic opportunities
	Needs Addressed	Workforce development Microenterprise programs
	Funding	CDBG: $150,000.00
	Description	SNAP will provide low-cost business loans, business and financial counseling, technical assistance for grant and loan applications to LMI start-up businesses in Spokane.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	SNAP will provide 60 (~5/month)low-income City residents receiving business training and technical assistance, and 50 (~4/month) City businesses assisted, 20 of which will be start-ups. We will provide 23 (~2/month) microenterprises with financing to include loans, assistance with grant applications and capital acquisitions as a result of our services for the priority need of financial assistance to small businesses. A projected 50 jobs (~4/month) will be created or retained during this program year.
	Location Description	Spokane Neighborhood Action Partners – Financial Access, 3102 W Whistalks Way, Spokane, WA 99224
	Planned Activities	SNAP will provide 60 (~5/month)low-income City residents receiving business training and technical assistance, and 50 (~4/month) City businesses assisted, 20 of which will be start-ups. We will provide 23 (~2/month) microenterprises with financing to include loans, assistance with grant applications and capital acquisitions as a result of our services for the priority need of financial assistance to small businesses. A projected 50 jobs (~4/month) will be created or retained during this program year.
2	**Project Name**	PY26 Micro Enterprise - Community-Minded Enterprises Child Care Providers
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Create/expand economic opportunities
	Needs Addressed	Increased childcare services Workforce development Microenterprise programs

	Funding	CDBG: $99,976.00
	Description	Community-Minded Enterprises will provide DCYF-certified childcare training, business coaching, and licensing support through linguistically and culturally responsive TA.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	8 individuals will receive training.
	Location Description	Community-Minded Enterprises 2001 N Division Spokane, WA 99207
	Planned Activities	Provide Family Child Care Training from our DCYF-certified trainer, who will teach the Spanish-language version of the state's child care licensing curriculum. Provide business coaching using CME's proprietary Business of Child Care curriculum to position these providers to have sustainable businesses. Support cohort members with linguistically and culturally responsive TA on childcare subject matter, small business skills and practices, and systems navigation/practical help. Provide ongoing coaching (including home visits to set up the licensed child care space), help ordering materials, help obtaining documents or obtaining degree equivalency reports (such as a high school diploma or equivalency), and help obtaining required background checks and TB tests.
3	**Project Name**	PY26 Public Services - Spokane Workforce Council Reconnect2Work
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Create/expand economic opportunities
	Needs Addressed	Increased childcare services Workforce development
	Funding	CDBG: $117,325.00
	Description	Spokane Workforce Council will provide training programs for LMI individuals to access early learning career pathways, collaborate w businesses to develop on-site childcare, support providers in hiring, retention, creation of new licensed centers and in-home care, and stabilizing current centers.
	Target Date	12/31/2027

	Estimate the number and type of families that will benefit from the proposed activities	25 individuals trained and employed through our Childcare Basics+ training program 75 licensed childcare centers (center-based care or in-home) served through hiring, retention, start-up, and/or operational support 350 families served by those childcare centers who are low-moderate income
	Location Description	City-wide
	Planned Activities	25 individuals trained and employed through our Childcare Basics+ training program 75 licensed childcare centers (center-based care or in-home) served through hiring, retention, start-up, and/or operational support 350 families served by those childcare centers who are low-moderate income
4	**Project Name**	PY26 Public Services - Christ Kitchen Job Training
	Target Area	City of Spokane
	Goals Supported	Create/expand economic opportunities
	Needs Addressed	Workforce development
	Funding	CDBG: $35,000.00
	Description	Christ Kitchen will provide a job training program for LMI women in nine fields including: Commercial Baking, Barista, Culinary Arts, Catering, Horticulture, Office Administration, Retail/Wholesale, Customer Service/Marketing, and Food Truck Management.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	85 individuals will receive job training.
	Location Description	Christ Kitchen 2410 N Monroe Street Spokane, WA 99205-3349

	Planned Activities	Employment training in Commercial Baking, Barista, Culinary Arts, Catering, Horticulture, Office Administration, Retail/Wholesale, Customer Service/Marketing, and Food Truck Management. Jobs for Life curriculum, which matches a woman to a mentor at Christ Kitchen or in the community, and includes resume writing, interview coaching, and introductions to potential employers.
5	**Project Name**	PY26 Public Services - YWCA Spokane Mental Health Therapy
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services
	Needs Addressed	Increased mental health services
	Funding	CDBG: $87,372.00
	Description	YWCA will provide mental health services for DV adult survivors and children who are uninsured or unable to pay for treatment.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	100 individuals will receive mental health services.
	Location Description	YWCA Spokane 930 N. Monroe St Spokane, WA 99201
	Planned Activities	100 unduplicated survivors and children access individual therapy per year. Most survivors will participate in numerous therapy sessions throughout the year. YWCA will enroll 8-9 new clients every month while providing ongoing therapy to existing participants.
6	**Project Name**	PY26 Public Services - Partners w/Families & Children Advocacy Center
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services
	Needs Addressed	Increased mental health services Supportive services for vulnerable populations
	Funding	CDBG: $96,639.00
	Description	Children's Advocacy Center (CAC) services for children/youth aged 0-17, and adults with intellectual disabilities suspected of being a victim and or witness of abuse.

	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	492 individuals will receive services.
	Location Description	Partners with Families & Children 106 W Mission Ave Spokane, WA 99201
	Planned Activities	Mental Health Services – this project provides immediate and ongoing mental health support for child abuse victims and their non-offending caregivers/families.
7	**Project Name**	PY26 Home Rehab - SNAP Minor Home Repair
	Target Area	City of Spokane
	Goals Supported	Increase & preserve the affordable housing stock
	Needs Addressed	Housing repair and rehabilitation
	Funding	CDBG: $500,000.00
	Description	SNAP will administer the Minor Home Repair program, which provides small home repairs, as grants, to homeowners at or below 80% Area Median Income. To be eligible, homes must be owner-occupied and located within the City of Spokane. Minor home repairs will address health and safety hazards and/or ADA issues that may make homes unsafe or uninhabitable. This includes, but is not limited to, security, plumbing, heating, electrical, roof, weatherization, and sewer repairs, as well as ADA modifications.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	200 owner-occupied single family households will receive home repairs.
	Location Description	City of Spokane

	Planned Activities	SNAP will administer the Minor Home Repair program, which provides small home repairs, as grants, to homeowners at or below 80% Area Median Income. To be eligible, homes must be owner-occupied and located within the City of Spokane. Minor home repairs will address health and safety hazards and/or ADA issues that may make homes unsafe or uninhabitable. This includes, but is not limited to, security, plumbing, heating, electrical, roof, weatherization, and sewer repairs, as well as ADA modifications.
8	**Project Name**	PY26 Capital - NEYC Play Area Rehab
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Improve public/community infrastructure
	Needs Addressed	Neighborhood Improvements More and/or improved childcare facilities Facility improvements for non-profits
	Funding	CDBG: $210,000.00
	Description	Phase 1 of a 3-phase project to expand NEYC childcare and early learning facilities. Relocate and upgrade our 5,000 sq. foot outdoor play area to create space for new classrooms. Demolishing an old bank kiosk attached to the east side of facility, relocating play structures and equipment to the cleared area. Installing new chip surfacing beneath play structures to improve safety. Relocating and expanding raised learning gardens. Constructing a multi-sport court. Installing outdoor shade structures.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	130 beneficiaries
	Location Description	3004 E Queen Ave Spokane WA 99217
	Planned Activities	Rehab
9	**Project Name**	PY26 Capital - Transitions TLC Boiler
	Target Area	City of Spokane

	Goals Supported	Increase access to essential services Improve public/community infrastructure
	Needs Addressed	Neighborhood Improvements Facility improvements for non-profits
	Funding	CDBG: $55,000
	Description	Transitional Living Center Boiler Replacement. TLC will purchase two high-efficiency Lochinvar boilers; labor and installation costs; and permits.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	825 Beneficiaries
	Location Description	3128 N Hemlock St Spokane WA 99205
	Planned Activities	HVAC replacement
10	**Project Name**	PY26 Capital - NEPDA Childcare Facility
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Improve public/community infrastructure
	Needs Addressed	Neighborhood Improvements More and/or improved childcare facilities Facility improvements for non-profits
	Funding	CDBG: $199,500.00
	Description	Construction of a ~6,500 sq ft childcare facility in Northeast Spokane.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	100
	Location Description	3011 E Wellesley Ave Spokane WA 99217

	Planned Activities	Construction of a ~6,500 sq ft childcare facility in Northeast Spokane.
11	**Project Name**	PY26 Capital - NECC Air Filtration & Upgrades
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Improve public/community infrastructure
	Needs Addressed	Neighborhood Improvements More and/or improved childcare facilities Facility improvements for non-profits
	Funding	CDBG: $142,320.00
	Description	Clean air filtration and replacement of old HVAC equipment. Replace 30-year-old heating, cooling and ventilation systems with new High Efficient equipment and better air quality Air Filtration systems. This project and these updates will be made in the early childhood classes (ECEAP and Head Start at the Northeast Community Center.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	100
	Location Description	4001 N Cook St Spokane WA 99207
	Planned Activities	Rehab
12	**Project Name**	PY26 Capital - CHSEW Ridpath Club Rehab
	Target Area	City of Spokane
	Goals Supported	Increase & preserve the affordable housing stock
	Needs Addressed	Affordable rental housing
	Funding	CDBG: $117,205.00
	Description	Bring the Ridpath Club Apartments into full compliance with HUD's NSPIRE Inspection Checklist.
	Target Date	6/30/2027

	Estimate the number and type of families that will benefit from the proposed activities	179
	Location Description	515 W Sprague Ave Spokane WA 99201
	Planned Activities	Multi Family Rehab
13	**Project Name**	PY26 Capital - The Salvation Army Stepping Stones Rehab (Phase II)
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Improve public/community infrastructure
	Needs Addressed	Facility improvements for non-profits
	Funding	CDBG: $150,000
	Description	Renovating 10 units of 30-unit transitional housing complex.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	117
	Location Description	127 E. Nora Ave. Spokane WA 99207
	Planned Activities	Rehab
14	**Project Name**	PY26 Capital - Salish of Spokane Cultural Recreation Community Center
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Improve public/community infrastructure
	Needs Addressed	More and/or improved childcare facilities Facility improvements for non-profits
	Funding	CDBG: $52,789.00
	Description	Construction of educational building and a Cultural and Recreational Community Center

	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	4282
	Location Description	2720 W Elliot Drive Spokane WA 99224
	Planned Activities	
15	**Project Name**	PY26 Capital - MLK Center Restroom ADA Accessibility
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Improve public/community infrastructure
	Needs Addressed	Neighborhood Improvements Facility improvements for non-profits
	Funding	CDBG: $175,670.00
	Description	This project will modernize existing men and women community restrooms to achieve full compliance with the Americans with Disabilities Act (ADA) and improve accessibility, safety, and usability for individuals with disabilities, older adults, caregivers, and the general public.
	Target Date	06/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	2250
	Location Description	500 S Stone St Spokane WA 99202
	Planned Activities	Rehab
16	**Project Name**	PY26 NA - Shiloh Hills Friendship Park Court
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Improve public/community infrastructure

	Needs Addressed	Neighborhood Improvements
	Funding	CDBG: $266,667.00
	Description	The renovation will include resurfacing or replacing worn and cracked pavement and restoring proper drainage to ensure safety and longevity. Additional upgrades will include court markings, nets, and fixtures, improved accessibility, and enhanced lighting and fencing where needed.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	17115
	Location Description	631 E. Greta Ave Spokane WA 99208
	Planned Activities	Rehab
17	**Project Name**	PY26 NA - Just One Neighborhood Project
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Improve public/community infrastructure
	Needs Addressed	Neighborhood Improvements Facility improvements for non-profits
	Funding	CDBG: $88,889.00
	Description	The proposed project includes securing a conditional use permit; trenching; building a foundation pad; purchasing a building; construction; purchasing materials; connecting water, sewer, gas, and electricity to the building; installing an HVAC system and lighting; laying the concrete for the driveway; any other improvements to conform to building code; and landscaping.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	2000

	Location Description	4421 N Nevada St. Spokane WA 99207
	Planned Activities	Rehab
18	**Project Name**	PY26 NA - NEYFS Parking Lot ADA & Safety Improvements
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services Improve public/community infrastructure
	Needs Addressed	Neighborhood Improvements Facility improvements for non-profits
	Funding	CDBG: $44,444.00
	Description	A site evaluation and design process aligned with local, state, and federal accessibility standards; Demolition and removal of remaining gas station structures and failing pavement; Grading and leveling to improve circulation and drainage; Installation of new paved surfaces that are firm, stable, and slip-resistant; construction of ADA-compliant parking spaces, curb cuts, and ramps; and final striping, signage, and wayfinding to clearly mark accessible routes.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	750
	Location Description	1831 E Mission Avenue Spokane WA 99202
	Planned Activities	Rehab
19	**Project Name**	PY26 HOME Rental Housing
	Target Area	City of Spokane
	Goals Supported	Increase & preserve the affordable housing stock
	Needs Addressed	Affordable rental housing
	Funding	HOME: $928,341.00

	Description	HOME funds will be used to acquire, construct, and rehabilitate approximately 10 affordable housing units within the City of Spokane. All units will be reserved for low- and or moderate-income households, meeting HUDs national objective.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	HOME funding will support the development and redevelopment of approximately 10 affordable housing units per year within the City of Spokane. All units will be reserved for low- and or moderate-income households, meeting HUDs national objective.
	Location Description	Unknown at this time, but all locations being considered are within the City of Spokane. The HOME Program is administered by staff in the Community, Housing, and Human Services Department (CHHS) located at: Spokane City Hall 808 W Spokane Falls Blvd Spokane, WA 99201
	Planned Activities	HOME funding will support the development and redevelopment of approximately 10 affordable housing units within the City of Spokane. All units will be reserved for low-income households. The City of Spokane plans to utilize local revenue from the Sales and Use Tax for Affordable Housing and Supportive Services to meet the federally required HOME match requirements. Match results are reported in the PY 2026 CAPER.
20	**Project Name**	PY26 HOME Administration
	Target Area	City of Spokane
	Goals Supported	Increase & preserve the affordable housing stock
	Needs Addressed	Affordable rental housing
	Funding	HOME: $123,778.00
	Description	Costs of administering the HOME program.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	N/A

	Location Description	The HOME Program is administered by staff in the Housing and Homeless Services Department (HHS) located at: Spokane City Hall 808 W Spokane Falls Blvd Spokane, WA 99201
	Planned Activities	General administration of the HOME Program. Administrative activities include community engagement, planning, reporting to funder, making grant awards, technical assistance, environmental reviews, procurement, compliance monitoring, certified payroll review, etc.
21	**Project Name**	PY26 HOME CHDO
	Target Area	City of Spokane
	Goals Supported	Increase & preserve the affordable housing stock
	Needs Addressed	Affordable rental housing
	Funding	HOME: $185,669.00
	Description	This project is a placeholder for future funding allocation to sub recipient(s). HUD requires a 15% HOME Community Housing Development Organization (CHDO) set-aside for affordable housing. 15% of HOME is inadequate for funding a project that often needs other layers of funding and time to generate the total funds for development. Annual amounts are set-aside for multi-family development, and these funds will be used to complete those projects. CHDO allocations will be addressed in the Federal IDIS Program rather than the 2026 Annual Action Plan. Changes to CHDO project(s) are not considered to be substantial amendments, because the project is described in one Annual Action Plan with multiple years' projects contributing to the same development. This project is meant to provide additional funds as needed for one or more projects.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	CHHS will allocate these funds through a competitive process to eligible housing developments. The number and type of families is unknown at the time of publication.

	Location Description	City-wide. The HOME Program is administered by staff in the Housing and Homeless Services Department (CHHS) located at: Spokane City Hall 808 W Spokane Falls Blvd Spokane, WA 99201
	Planned Activities	Construction, acquisition, rehabilitation of multi-family rental housing.
22	**Project Name**	PY26 Home Rehab - SNAP Single Family Rehabilitation
	Target Area	City of Spokane
	Goals Supported	Increase & preserve the affordable housing stock
	Needs Addressed	Housing repair and rehabilitation
	Funding	CDBG: $1,200,000.00
	Description	SNAP will administer the Single Family Rehabilitation program which provides low-interest loans for needed home repairs to assist low- and moderate-income homeowners in maintaining a safe and efficient home. Home repairs will address health and safety deficiencies and reduce operating costs to the extent practicable.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	20 owner-occupied, single family households will be assisted.
	Location Description	City of Spokane
	Planned Activities	Provide low-cost loans for needed home repairs to assist low- and moderate-income homeowners maintain a safe and efficient home. Home repairs will address health and safety deficiencies and reduce operating costs (to the extent practicable). This project will support the creation of 30 unduplicated home rehabilitation loans, ranging from $10,000-50,000, to homeowners who occupy the assisted home as their primary residence.
23	**Project Name**	PY26 SFR Program Administration
	Target Area	City of Spokane
	Goals Supported	Increase & preserve the affordable housing stock
	Needs Addressed	Housing repair and rehabilitation

	Funding	CDBG: $225,000.00
	Description	For the administration of the RL funded SFR program.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	N/A. For the administration of the SFR revolving loan program.
	Location Description	The SFR Program is administered by staff in the Housing and Homeless Services Department (HHS) located at: Spokane City Hall 808 W Spokane Falls Blvd Spokane, WA 99201
	Planned Activities	Eligible administrative costs associated with the SFR revolving loan program.
24	**Project Name**	PY26 Homeownership - SNAP Homeownership
	Target Area	City of Spokane
	Goals Supported	Increase & preserve the affordable housing stock
	Needs Addressed	Home Ownership opportunities
	Funding	CDBG: $100,000.00
	Description	SNAP will manage a single family homeownership program which is available to households in the City of Spokane whose annual income is less than 80% AMI. The homeownership program includes foundational homeownership education through individual counseling and group workshops, as well as pre- and post-purchase housing counseling to prepare households for the financial aspects of homeownership.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	75 households will receive homeownership education.
	Location Description	City of Spokane

	Planned Activities	SNAP will manage a single family homeownership program which is accessible to households in the City of Spokane whose annual income is less than 80% AMI. The homeownership program includes foundational homeownership education through individual counseling and group workshops, as well as pre- and post-purchase housing counseling to prepare households for the financial aspects of homeownership.
25	**Project Name**	PY26 CDBG Administration
	Target Area	City of Spokane
	Goals Supported	Increase & preserve the affordable housing stock Increase access to essential services Improve public/community infrastructure Create/expand economic opportunities
	Needs Addressed	Affordable rental housing Increased mental health services Increased childcare services Housing repair and rehabilitation Neighborhood Improvements Increased access to addiction treatment services More and/or improved childcare facilities Supportive services for vulnerable populations Facility improvements for non-profits Home Ownership opportunities Workforce development Microenterprise programs Financing for economic and community development
	Funding	CDBG: $623,514.00
	Description	Planning and administration costs associated with the CDBG program.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	N/A. Funds to be used for planning and administration of the CDBG program.
	Location Description	City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201

	Planned Activities	Approved administrative activities.
26	**Project Name**	PY26 ESG Spokane
	Target Area	City of Spokane
	Goals Supported	Increase access to essential services
	Needs Addressed	Supportive services for vulnerable populations
	Funding	ESG: $265,184.00
	Description	This is a placeholder. A project has not been selected for funding at the submission of the AAP. The City of Spokane will not exceed the regulatory requirements listed in 24 CFR Part 576.100. The City utilizes state and local funds to support the regulatory match requirements found at 24 CFR Part 576.201.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	The City of Spokane anticipates that 250 households experiencing homelessness will be assisted with ESG funds.
	Location Description	City of Spokane
	Planned Activities	TBD. The City of Spokane will not exceed the regulatory requirements listed in 24 CFR Part 576.100.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG and HOME funds have been distributed across low-to-moderate income neighborhoods city-wide. No one geographical area was targeted for funding.

Geographic Distribution

Target Area	Percentage of Funds
City of Spokane	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

CBDG and HOME funds are distributed city-wide, rather than to a targeted geographical area due to the number of low-to-moderate income neighborhoods that exist across the entire city.

Discussion

HOME, CDBG, ESG funds are distributed city-wide due to the number of low-to-moderate income neighborhoods that exist across the entire city.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The affordable housing numbers in the first of the following charts represent the anticipated beneficiaries to be served through the public service projects selected for funding in the PY2026. The second of the following charts includes the predicted numbers to be served in PY2026 through HOME projects, CDBG capital projects, HOME-ARP TBRA, and the Single Family Rehabilitation program.

One Year Goals for the Number of Households to be Supported	
Homeless	100
Non-Homeless	4,000
Special-Needs	0
Total	4,100

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	10
The Production of New Units	10
Rehab of Existing Units	35
Acquisition of Existing Units	0
Total	55

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The number of households receiving rental assistance reported in the table above reflects the number of households to be served by the HOME-ARP TBRA program.

AP-60 Public Housing – 91.220(h)

Introduction

Spokane Housing Authority (SHA) is the designated public housing authority serving Spokane, Ferry, Pend Orielle, Whitman, Stevens, and Lincoln Counties. SHA does not own traditional HUD public housing units but administers over 6,000 Housing Choice vouchers and is designated as a Moving to Work (MTW) demonstration agency. SHA also develops and manages affordable housing properties through tax credits and extensive community partnership.

Actions planned during the next year to address the needs to public housing

For the coming year, SHA will continue implementing strategies that create program efficiency, increase landlord participation, and expand housing options. Strategies include:

- Streamlining core processes to reduce administrative burden and improve customer service.
- Stabilizing and broadening the rental supply for Housing Choice Voucher (HCV) program participants through accelerated lease-ups and alternative inspection schedules.
- Advancing development through tax-credits to expand long-term affordability throughout Spokane.
- Strengthening economic mobility through the Family Self-Sufficiency Program, supportive services provision, and expanded community partnerships.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

SHA will continue operating and expanding the Family Self Sufficiency (FSS) Program, which is available to voucher program participants. Families enrolled in FSS receive coaching, financial literacy support, employment readiness services, connections to education opportunities, goal-planning support, and assistance building savings as they increase their income.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable. SHA is not designated as troubled.

Discussion

In the coming year SHA will continue implementing MTW strategies that expand housing choice, increase landlord participation, streamline administrative processes, and promote self-sufficiency.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

During the 2026 Program Year, the City of Spokane will implement a coordinated, data-informed strategy to reduce and end homelessness, consistent with the goals of the Consolidated Plan and the priorities of the local Continuum of Care. The City will align federal resources, including ESG, CDBG, and HOME funds where applicable, with community partnerships and systemwide coordination to address homelessness across the full continuum—from prevention and outreach to emergency shelter, rapid rehousing, and permanent supportive housing.

Spokane's approach emphasizes coordinated entry, prioritization of the most vulnerable households, housing-focused interventions, and cross-system collaboration with healthcare, behavioral health, youth-serving systems, and housing providers. Through strong partnerships with agencies such as the Spokane Housing Authority and the Spokane Regional Health District, the City will work to reduce the length of time individuals and families experience homelessness, increase exits to permanent housing, prevent returns to homelessness, and reduce inflow into the homeless response system.

The following sections outline the City's one-year goals and actions related to outreach and assessment, emergency and transitional housing, transitions to permanent housing, and homelessness prevention.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

During the 2026 program year, the City of Spokane will continue coordinated outreach efforts focused on engaging unsheltered individuals and families and connecting them to housing and services. The City supports monthly outreach coordination meetings that function as case conferencing and include multidisciplinary partners such as the Spokane Regional Health District, Street Medicine providers, Behavioral Health Organizations, and outreach teams funded through federal, state, and local resources.

Most outreach partners participate in the Homeless Management Information System (HMIS) and enroll individuals through the community's Coordinated Entry system to ensure standardized assessment, prioritization, and referral to appropriate housing interventions. Outreach teams maintain ongoing communication between meetings to coordinate engagement strategies, reduce duplication, and ensure vulnerable individuals are connected quickly to shelter, behavioral health services, and permanent housing resources.

All emergency shelters supported through City funding provide on-site or partner-based case

management to assess individual needs at entry and begin housing stabilization planning immediately.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will utilize Emergency Solutions Grant (ESG) and other resources to support low-barrier emergency shelter and transitional housing operations in 2026. Households experiencing a housing crisis are assessed through Coordinated Entry and referred to appropriate shelter or transitional housing programs based on vulnerability and household composition.

Providers serving families with children maintain flexible service models to ensure access regardless of household size or configuration. The City will continue to evaluate system capacity and target resources to address identified gaps among subpopulations, including families, youth, veterans, and individuals with behavioral health needs.

Emergency shelter programs will incorporate case management and housing navigation services to promote rapid exits to permanent housing and reduce lengths of stay.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In 2026, the City will prioritize reducing the length of time individuals and families experience homelessness and increasing exits to permanent housing.

Through Coordinated Entry, households with the highest needs—including chronically homeless individuals and families, families with children, veterans, and unaccompanied youth—will be prioritized for Rapid Rehousing and Permanent Supportive Housing (PSH). Rapid Rehousing programs funded by the City provide short- to medium-term rental assistance, housing search and landlord engagement, and case management to support quick placement into permanent housing.

For chronically homeless individuals, the City will support PSH interventions that combine long-term rental assistance with ongoing supportive services addressing mental health, substance use disorders, and other barriers to stability.

The City will collaborate with the Spokane Housing Authority, private landlords, and housing developers to increase access to affordable housing units and promote landlord participation through incentives

and rental assistance strategies.

Supportive services available to program participants may include case management, employment and income support, behavioral health referrals, financial literacy education, and connections to mainstream benefits. Veterans will be connected to specialized resources including HUD-VASH and Supportive Services for Veteran Families (SSVF).

System performance will be monitored through HMIS data to track reductions in length of homelessness, increases in permanent housing exits, and rates of return to homelessness, with adjustments made as needed to improve outcomes.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City will implement targeted homelessness prevention and diversion strategies in 2026 to reduce inflow into the homeless system, particularly among extremely low-income households.

Prevention activities will include emergency rental and utility assistance, landlord-tenant mediation, and short-term financial assistance designed to prevent eviction. Housing stabilization services will provide case management, budgeting assistance, tenant education, and advocacy to help households maintain housing.

The City will coordinate with healthcare providers, behavioral health systems, correctional institutions, foster care agencies, schools, workforce development programs, and other public and private partners to strengthen discharge planning and reduce discharges into homelessness. Youth-focused prevention efforts will include transitional housing, life skills training, and continued implementation of a Host Homes pilot program aimed at reducing youth entry into homelessness.

Through early identification, cross-system collaboration, and targeted financial assistance, the City will work to prevent homelessness among vulnerable individuals and families and promote long-term housing stability.

Discussion

The CoC and City of Spokane are committed to reaching the goals outlined in the CoC-s 5-Year plan and are continuing to make progress towards decreasing the number of households experiencing homelessness and the number of households returning to homelessness following placement into permanent housing.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

For PY 2026, the City of Spokane will continue implementing targeted actions to remove or reduce the negative effects of public policies that serve as barriers to affordable housing development, consistent with the goals of the Washington State Department of Commerce Affordable Housing Advisory Board's 2023–2028 Housing Advisory Plan.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Expand and Stabilize Local Housing Funding: The City will continue implementation of the 0.1% local sales tax authorized under House Bill 1590 and codified in Spokane Municipal Code 08.07C.030. PY 2026 funds will support affordable housing development, operations, and related services, providing a stable and predictable revenue source to offset gaps in capital financing, rising construction costs, and limited private investment in low- and moderate-income housing.

Implement Zoning and Land Use Reforms (BOCA Code): The City will fully implement and monitor the impacts of the Building Opportunities and Choices for All (BOCA) Code, effective January 1, 2024. During PY 2026, the City will:

- Apply reduced parking requirements for residential development near transit.
- Allow reduced minimum lot sizes and increased housing density on individual lots.
- Utilize increased height allowances and reduced setback standards in eligible zones.
- Facilitate infill development on vacant and underutilized lots.
- Expand use of the Unit Lot Subdivision process to encourage smaller-scale and "missing middle" housing.

These reforms are intended to reduce land use barriers, increase development feasibility, and expand housing options in high-opportunity neighborhoods.

Streamline Administrative and Permitting Processes: To address time and cost burdens associated with permitting and design review, the City's Planning Department will advance and implement its pre-reviewed housing design pilot program. In PY 2026, the City will:

- Finalize and publish pre-approved site and building plans for a range of housing types (e.g., single-family, duplex, triplex, fourplex).
- Promote use of these plans to reduce architectural, environmental review, and permitting costs.
- Continue internal review of permitting timelines and development fees to identify additional

efficiencies.

- These actions are designed to reduce soft costs and accelerate housing production.

Support Various and Missing Middle Housing Models: Recognizing limited housing options for moderate-income households, the City will prioritize projects that expand “missing middle” housing typologies, particularly infill development near transit, employment centers, and services. Funding and regulatory flexibility will be used to support smaller-scale projects in addition to larger multifamily developments. â¿¯ â¿¯

Discussion:

The City of Spokane is actively reviewing barriers to developing affordable housing and working to mitigate those barriers. The changes are happening quickly, although the impacts of the changes may not be represented in the data for several years.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Spokane 2026 Annual Action Plan outlines coordinated strategies to remove barriers to housing stability, expand and preserve affordable housing, reduce lead-based paint hazards, combat poverty, strengthen institutional capacity, and enhance system-wide coordination. Through regulatory reform, targeted investments, strategic partnerships, and compliance-focused program implementation, the City advances housing and economic opportunity for low- and moderate-income residents and vulnerable populations.

Actions planned to address obstacles to meeting underserved needs

For the 2026 Annual Action Plan, the Spokane will address barriers to meeting housing and service needs by advancing targeted strategies for vulnerable populations, including seniors, persons with disabilities, veterans, domestic violence survivors, and individuals transitioning from mental and physical health institutions.

The City will prioritize housing stability for seniors on fixed incomes by coordinating with regional partners, including Aging and Long Term Care of Eastern Washington, to expand person-centered essential needs services and promote affordable, ADA compliant housing options. Efforts will focus on reducing cost burden and improving access to supportive services that allow seniors to age in place.

To support persons with disabilities, the City will collaborate with housing developers and service providers to increase the supply of affordable, ADA compliant units and strengthen connections to essential needs services that promote independent living and long-term housing stability.

The City will continue to support veterans experiencing housing instability by coordinating with Spokane County Veterans Services and programs such as Supportive Services for Veteran Families to expand access to rental assistance and supportive services.

Actions planned to foster and maintain affordable housing

The City of Spokane is advancing affordable housing through regulatory reform, innovative development tools, and dedicated funding.

Zoning and Regulatory Reform (BOCA Code)
Effective January 1, 2024, the Building Opportunities and Choices for All (BOCA) Code modernizes local land use regulations to increase housing supply and density. Key provisions reduce parking requirements near transit, decrease minimum lot sizes, increase height allowances, lower setback requirements, expand the Unit Lot Subdivision process, establish footprint and impervious surface standards, and remove barriers to infill development. These changes enable more housing units on individual lots and

support more efficient land use.

Pre-Reviewed Housing Design Pilot
The Planning Department is implementing a pilot program to pre-review site and building plans for housing types ranging from single-family homes to fourplexes. Once approved, these plans will be available online to streamline permitting, reduce design and review costs, and accelerate housing production.

Insurance Transparency
In 2023, Washington State adopted Chapter 284-30A WAC, requiring insurers to provide clear explanations of residential premium increases at renewal. This added transparency supports housing cost stability for homeowners.

Dedicated Housing Funding
In 2023, the City adopted Spokane Municipal Code 08.07C.030, authorizing a 0.1% sales tax under Washington State House Bill 1590 to fund affordable housing and related services. This revenue source provides stable, long-term investment in housing development.

Together, these strategies create a supportive regulatory framework, reduce development barriers, and provide sustained funding to expand and preserve affordable housing in Spokane.

Actions planned to reduce lead-based paint hazards

The City of Spokane will continue to address and reduce lead-based paint hazards through its Single Family and Multifamily Rehabilitation Programs, which are intentionally targeted to older housing stock most likely to contain lead-based paint. All pre-1978 housing units assisted through these programs are evaluated for the presence of lead-based paint, and any identified hazards are addressed in accordance with HUD Title X, the Renovation, Repair, and Painting (RRP) Rule, and Lead-Based Paint (LBP) Abatement requirements.

Lead hazard control activities begin with a thorough assessment to determine the scope of work, including visual inspections conducted by trained Housing Quality Standards (HQS) inspectors, X-ray fluorescence (XRF) testing, and risk assessments, as appropriate. Residents receive required educational materials, including the EPA's Renovate Right or HUD's Protect Your Family From Lead in Your Home pamphlets, prior to renovation or lease execution.

All lead-related work is performed by RRP- and LBP-certified contractors, and subrecipients are required to maintain documentation of contractor certifications. Lead-safe work practices are enforced throughout rehabilitation activities, with clearance testing conducted on all disturbed leaded surfaces. Abatement measures may include wet scraping, removal of friction and impact surfaces, soil treatment, and specialized cleaning to meet clearance standards. The City will continue to provide oversight and

technical assistance to ensure ongoing compliance with federal and state lead-based paint regulations.

Actions planned to reduce the number of poverty-level families

The City of Spokane's anti-poverty strategy is guided by its Comprehensive Plan and related economic development and housing policies. The City is currently in the process of updating its Comprehensive Plan through the PlanSpokane 2046 periodic update, including revisions to the Economic Prosperity element, to reflect current data, state requirements, and community input. These updates reinforce the City's commitment to reducing poverty by expanding income and employment opportunities and reducing income disparities.

Consistent with draft Economic Prosperity Goal EP-4, Living Wage Jobs and Income Disparity, the City prioritizes the recruitment and retention of businesses that provide living-wage jobs and competitive benefits, while supporting partnerships with community-based organizations to advance income parity and employment access. These efforts focus on strengthening economic resilience for low- and moderate-income households.

A key measure of the Spokane Regional Continuum of Care (CoC) Five-Year Performance Management Plan (2025–2030), tracks the percentage of people participating in homelessness assistance programs who experience an increase in employment income, recognizing employment as a critical factor in achieving long-term stability.

These poverty-reduction goals are aligned with the Consolidated Plan's anti-poverty strategy through targeted investments in workforce development, job training, microenterprise assistance, and small business grants and loans funded with CDBG and HOME resources, supporting both economic self-sufficiency and housing stability.

Actions planned to develop institutional structure

In 2026, the City of Spokane will continue strengthening its institutional framework to effectively implement the Consolidated Plan, with a focus on housing stability, homelessness response, and coordinated service delivery.

Enhance Departmental Capacity
The City will maintain and refine recent departmental restructuring to improve coordination across housing, community development, economic development, and homelessness response functions. Emphasis will be placed on efficient grant administration, cross-department collaboration, and performance monitoring to ensure timely and effective implementation of CPD-funded programs.

Strengthen Partnerships with Nonprofits and the Spokane Housing Authority
The City will continue formal collaboration with nonprofit providers and the Spokane Housing Authority to expand affordable housing production, preserve existing units, and coordinate supportive services for

low-income households, individuals experiencing homelessness, and persons with special needs.

Leverage the Spokane Community, Housing, and Human Services (CHHS) Board
The CHHS Board and its subcommittees will continue to provide policy guidance, funding recommendations, and community-based expertise to support transparent decision-making and strategic investment of federal resources.

Expand and Stabilize Resources
To address ongoing resource constraints, the City will pursue additional local, state, and federal funding opportunities, strengthen grant management systems, and align investments to maximize impact for low- and moderate-income households and priority populations.

Support Implementation of the Continuum of Care Strategy
The City will coordinate with the regional Continuum of Care to implement its updated Five-Year Plan to End Homelessness. This includes aligning funding priorities, identifying system gaps, improving data-driven decision-making, and strengthening housing-focused strategies to reduce homelessness and increase self-sufficiency.

Improve System Coordination and Service Delivery
The City will enhance coordination among housing and service providers, expand connections to mainstream resources (including employment, healthcare, and behavioral health services), and promote client-centered, wraparound service models. These efforts will improve system navigation, reduce duplication, and strengthen outcomes for homeless individuals, families, and special needs populations.

Through these 2026 actions, the City of Spokane will reinforce a coordinated, accountable, and responsive institutional structure to carry out its Consolidated Plan priorities.

Actions planned to enhance coordination between public and private housing and social service agencies

The City maintains close collaboration with the Spokane Housing Authority to align public housing, Housing Choice Vouchers, rental assistance strategies, and supportive service coordination. Ongoing partnerships with healthcare and behavioral health providers—including CHAS Health, Frontier Behavioral Health, and the Spokane Regional Health District—support integration of housing stabilization with primary care, behavioral health treatment, and substance use services. Coordination with the Spokane Fire Department, Spokane Police Department, and Spokane County strengthens diversion, crisis response, and cross-system collaboration to reduce unnecessary institutionalization among individuals experiencing homelessness.

Discussion:

The City of Spokane is taking a multifaceted approach to address housing insecurity and service needs.

Through community engagement, the City has identified critical issues and planned actions to address them, such as collaborating with service providers to improve housing availability and essential services.

The City plans to support veterans through programs like HUD-VASH and partner with the Spokane VA Medical Center to address healthcare and mental health needs. For domestic violence survivors, the City will work with the YWCA to secure funding for shelters and rapid rehousing. Additionally, the City will leverage state programs such as Governor's Opportunity for Supportive Housing (GOSH) and Foundational Community Supports (FCS) to aid individuals transitioning from institutional care.

The City is also pursuing zoning reforms through the Building Opportunities and Choices for All (BOCA) Code, effective January 2024, which will facilitate affordable housing development by reducing parking requirements, increasing density, and easing setbacks. Moreover, a pilot program for pre-reviewed housing designs aims to streamline construction processes and reduce costs. The City has enacted a 0.1% sales tax for affordable housing and related services, providing stable funding for housing initiatives.

In addition to these actions, the City is committed to reducing lead-based paint hazards in housing, ensuring compliance with federal and state regulations. Through these efforts, Spokane aims to reduce housing insecurity, enhance coordination among service providers, and increase access to stable, affordable housing for low-to-moderate households.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

See narratives below for additional information about the Community Development Block Grant Program (CDBG), HOME Program, and Emergency Solutions Grant Program (ESG).

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	1,000,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**1,000,000**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is

as follows:

The City of Spokane primarily uses the HOME funds as prescribed in 24 CFR 92.205, specifically as interest and non-interest-bearing loans. One distinct way the City leverages HOME funds is in offering loan forgiveness for an extension of the HUD affordability period of a project. The period is generally half the HUD Affordability period and has been an effective way to preserve the affordable housing stock created using the HOME program funds. Sales and Uses Tax Revenue funds will be used to fund acquisition, construction, homeownership, and rehabilitation leading to new units.

2. **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

HOME regulation 92.254 describes the qualifications of homeownership activities as affordable housing. City of Spokane has not budgeted HOME funds for homeownership activities in this funding round due to the investment of CDBG and Sales and Uses Tax Revenue funds for homebuyer activities. The City of Spokane retains written agreements used in a previous homeownership program. These agreements include a recapture provision triggered if a borrower sells, transfers, refinances, or changes the use of the property during the HOME period of affordability. This loan provision limits recaptured funds to net proceeds available from the sale rather than the entire HOME investment. The City's Single Family Rehabilitation program uses this same loan recapture provision which limits recaptured funds to net proceeds of a sale. Consequently, the City is not required to repay HUD should any sale, short sale, foreclosure, involuntary sale, etc. of a program-assisted home provide insufficient funds to fully repay the amount of loaned HUD funding.

3. **A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:**

HOME regulation 92.254(a)(4) describes the minimum HOME period of affordability based upon the amount of HOME homeownership assistance. The City of Spokane has not budgeted HOME funds for homeownership activities. The City previously established maximum HOME assistance for each homebuyer transaction and that HOME assistance required a 10-year period of affordability. Earlier homeownership assistance loan documents provided some debt forgiveness over the 10-year HOME affordability period. All City homeownership assistance written agreements included a recapture provision that triggered repayment if a borrower sells, transfers, refinances, or changes the use of the property during the HOME period of affordability. This recapture provision limits recaptured funds to any net proceeds available from the sale rather than the entire HOME investment.

Similarly, HOME-funded affordable rental housing projects include acquisition, new construction, and/or renovation trigger minimum periods of affordability per 24 CFR 92.252(d). New construction projects are always subject to the regulation's 20-year affordability period, but acquisition and/or rehab projects commonly trigger a 5, 10, or 15-year HOME affordability period. The City of Spokane reserves the right to impose additional years of affordability that will run concurrently with the

HOME affordability period. These City-imposed affordability periods are described further in the HOME Multifamily Housing Program Description and agreements.

4. **Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

   HOME funds will not be used to refinance existing debt secured by housing that is being rehabilitated with HOME funds under 24 CFR 92.206(b). However, HOME funds may be used to pay off principal and interest of a construction loan, bridge financing loan, or guaranteed loan as provided under 24 CFR 92.206(g).

5. **If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).**

   A portion of HOME ARP funds will be used to provide TBRA and will be available to all qualified populations as required by HOME ARP regulations, and as designated in CPD 21.10.

6. **If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).**

   The City of Spokane's HOME-ARP Allocation Plan does not allow a preference for the use of TBRA.

7. **If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a)**.

   Not applicable.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

See attachment.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

All households seeking ESG assistance that utilize Coordinated Entry must access services through the Spokane Regional CoC Coordinated Entry System (CES).

Assessment and prioritization shall be conducted using our locally adopted SALA Assessment tool in accordance with the CoC Coordinated Entry Policies. No alternative assessment tool shall be used for ESG prioritization. All ESG referrals and placements must follow SALA-based prioritization and CE ranking policies.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

As the CoC Collaborative Applicant, the City of Spokane works with the Continuum of Care Governance Board and Community Housing and Human Services Board (CHHS), to determine priorities for homeless funding. The Request for Proposals (RFP) for ESG funding is published on the City of Spokane's website, in the local newspaper, is sent to an email distribution list of private non-profit organizations, homeless provider groups and to faith-based groups, and to the Homeless Coalition. During the application process for homeless funding, the RFP and Evaluation Committee reviews applications and makes funding recommendations to CHHS Board. The CHHS Board then makes funding recommendations to the Spokane City Council. Once the City Council reviews and approves the recommendations, HHS begins the contracting process with subrecipients. Following the execution of contracts, HHS continues to monitor and support the subrecipients through the end of the contract term.

Applicants eligible to apply for ESG funds include:

- City or County governments
- Public and private nonprofit organizations (501(c)(3)
- Private for-profit organizations or individuals may implement certain economic development, low-income housing rehabilitation and microenterprise activities
- Faith based organizations

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City of Spokane currently meets the homeless participation requirement detailed in 24 CFR 576.405(1) through the intentional membership of persons with lived experience on the Community, Housing and Human Services Board subcommittees, Continuum of Care Governance Board, and the CoC RFP and Evaluation Committee. These committees are responsible for recommending policies and making funding decisions.

5. **Describe performance standards for evaluating ESG.**

ESG subrecipients are expected to demonstrate effective program performance, fiscal responsibility, and full participation in system coordination.

1. Program Performance:
Projects must adhere to the Five-Year Plan to Prevent and End Homelessness Program Management Plan. These metrics include, at minimum, length of time homeless, positive exits to housing (TH, PSH, PH), return to homelessness, and income growth.

2. Inventory Utilization:
Projects must maintain appropriate bed/unit utilization and assist the City with the States' annual "Golden Report". Subrecipients are expected to alert the City to any changes to their inventory within 30-days. Failure to communicate changes to the HMIS team may result in corrective action.

3. Spenddown Expectations:
Projects are expected to meet reasonable quarterly expenditures, barring any delays with contracts outside the control of the provider. Projects that are not being spent out in an appropriate or timely manner may be required to submit a Financial Improvement Plan. Failure to demonstrate improvement may result in funding adjustments, reduction of award, or non-renewal consideration consistent with ESG and local authority.

4. HMIS Participation and Data Quality
As noted in the Checklist found in the attachment, all homeless projects funded by the City of Spokane must participate in HMIS (or a comparable database), maintain data quality standards, accept Coordinated Entry referrals (if applicable), and contribute to local System Performance Measures.

Persistent underperformance, low utilization, non-participation in Coordinated Entry, fiscal inefficiencies, or documentation deficiencies are identified, the City may require a corrective action plan prior to funding determinations. For projects receiving both ESG and CoC Program funds, the CoC Reallocation Policy may be considered during ESG renewal evaluation.

Attachments

Citizen Participation Comments

2026 Annual Action Plan City of Spokane Citizen Participation Appendix

Summary of Citizen Participation Process

The City of Spokane follows its adopted Citizen Participation Plan to ensure compliance with 24 CFR 91.105 and to encourage citizen participation in the development of the Annual Action Plan. Efforts are made to ensure participation by low- and moderate-income persons, residents of underserved areas, persons with disabilities, and non-English-speaking populations.

The City provides a minimum 30-day public comment period and conducts at least one public hearing prior to submission of the Annual Action Plan to HUD. Notice of the availability of the draft plan and public hearing is published through legal advertisements and additional outreach methods, including the City's website and community networks.

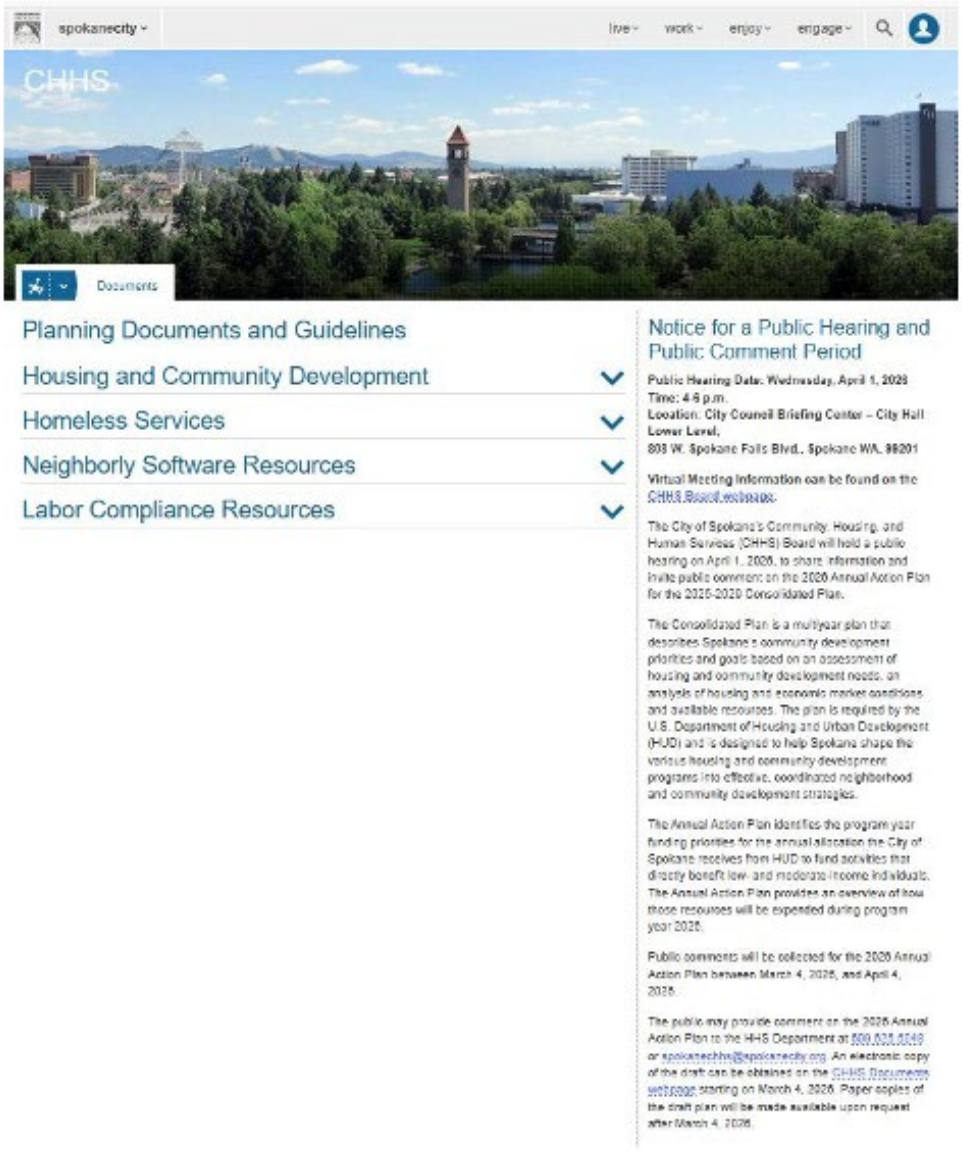
The draft Annual Action Plan is made available for public review, and comments may be submitted in writing, electronically, or at public hearings. All comments received are considered and summarized in the final submission.

The City provides for citizen participation in any substantial amendments to the Annual Action Plan, including public notice, a comment period, and a public hearing. Access to records, reasonable accommodation, and technical assistance are available to support inclusive participation.

- A draft of the 2026 Annual Action Plan was posted for public review on March 3, 2026, and the draft document was presented during the CHHS Board's public meeting. The public comment period was opened, and staff were available to receive public feedback. No public feedback was offered at that time.
- The public hearings were publicly noticed in the Spokesman Review on March 3, 2026.
- A public hearing was held at the CHHS Board meeting on April 1, 2026. Staff were available to receive public feedback. No public feedback was offered at that time.

2026 Annual Action Plan Notice for Public Hearing: City of Spokane Website

https://my.spokanecity.org/chhs/documents/



2026 Annual Action Plan Notice for Public Hearing: Spokesman Review



LEGAL NOTICES | LEGAL NOTICES | LEGAL NOTICES | GENERAL | GENERAL | GENERAL

Notice for a Public Hearing and Public Comment Period
Public Hearing Topic
Wednesday, April 1, 2026
Time: 4:45 p.m.
Location: City Council Briefing Center – City Hall, Lower Level
808 W. Spokane Falls Blvd., Spokane, WA 99201

Virtual Meeting Information can be found on
https://my.spokanecity.org/bcc/boards/

The City of Spokane's Community, Housing, and Human Services (CHHS) Board will hold a public hearing on April 1, 2026, to receive comments and testimony regarding the City's draft 2026 Annual Action Plan. The draft 2026 Annual Action Plan identifies the program year funding priorities for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) programs.

The draft Annual Action Plan identifies the program year funding priorities for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) programs.

Public comments will be received from March 19, 2026 through April 20, 2026.

The draft Annual Action Plan is available for review at the CHHS Department at 808 W. Spokane Falls Blvd, Spokane, WA, 99201 or online at https://my.spokanecity.org/bcc/boards/. Written comments may be submitted to CHHS at the above address or via email to [redacted] by April 20, 2026.

ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES AND LIMITED ENGLISH PROFICIENCY: The City of Spokane is committed to providing equal access to its facilities, programs, and services for persons with disabilities. The Council Briefing Center is in compliance with the Americans with Disabilities Act (ADA). Persons who require special accommodations or who have limited English proficiency should contact the CHHS Department at [redacted] by April 20, 2026.

Persons who wish to submit written testimony may mail it to the City of Spokane, CHHS Department, 808 W. Spokane Falls Blvd, Spokane, WA, 99201, or email it to [redacted] by April 20, 2026. Written testimony will be included in the record for the public hearing.

For further information, contact the CHHS Department at [redacted] or visit https://my.spokanecity.org/bcc/boards/

Publish: March 19, 2026

THE SPOKESMAN-REVIEW
SINCE 1883

EMPLOYMENT OPPORTUNITIES

HOME DELIVERY ASSISTANT

The Spokesman-Review, a family-owned newspaper in the Inland Northwest, is seeking reliable and energetic individuals to join our home delivery team. This is a part-time position that requires early morning hours, typically between 3:00 AM and 6:00 AM, seven days a week. The Spokesman-Review is offering home Delivery Assistants the opportunity to earn extra income while delivering the news that matters to our community.

Assistant Home Delivery Assistant

Location: Spokane Valley, WA

Salary: $15.00/hr + $100 sign-on bonus after 90 days.

Want your license back to our team? You must have a valid driver's license, a reliable vehicle, and proof of insurance. Applicants must be at least 18 years old and pass a background check.

EDITORIAL ASSISTANT

Location: Spokane Valley, WA

Responsibilities include answering phones, scheduling appointments, and assisting with office supplies. Must be able to lift up to 50 lbs. Benefits include health insurance, paid time off, and a 401(k) plan.

OMB Control No: 2506-0117 (exp. 09/30/2021)

THE SPOKESMAN-REVIEW

999 W Riverside Ave, Spokane, WA 99201

PUBLISHER'S AFFIDAVIT

STATE OF NEW YORK
COUNTY OF ERIE } ss

Name: SPOKANE CITY COMM HOUSING & HUMAN SVCS **Client ID:** 100250

PO No: **No. Lines:** 2 columns 58 lines

Total Cost: $206.89 **Campaign:** 237859

I, Kristi Palmiero do solemnly swear that I am a Authorized Representative of The Spokesman-Review, a newspaper established and regularly published, once each day in the English language, in and of general circulation in the City of Spokane, Spokane County, Washington; and in the City of Coeur d'Alene, Kootenai County, Idaho; that said newspaper has been so established and regularly published and has had said general circulation continuously for more than six (6) months prior to the 23rd day of July, 1941; that said newspaper is printed in an office maintained at its place of publication in the City of Spokane, Washington; that said newspaper was approved and designated as a legal newspaper by order of the Superior Court of the State of Washington for Spokane County on the 23rd day of July, 1941, and that said order has not been revoked and is in full force and effect; that the notice attached hereto and which is a part of the proof of publication, was published in said newspaper 1 time(s), the publication having been made once each time on the following dates:

March 3, 2026.

That said notice was published in the regular and entire issue of every number of the paper during the period of time of publication, and that the notice was published in the newspaper proper and not in a supplement.

Subscribed and sworn to before me this 03 day of

March, 2026

Kristi Palmiero
(Advertising Agent)

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NOTARY PUBLIC, STATE OF NEW YORK
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(Notary)

Page 1 of 2
Copy of Ad on Page 2

THE SPOKESMAN-REVIEW

999 W Riverside Ave, Spokane, WA 99201

PUBLISHER'S AFFIDAVIT

Campaign: 337859



Notice for a Public Hearing and Public Comment Period
Public Hearing Date
Wednesday, April 1, 2026
Time: 4:10 p.m.
Location: City Council Briefing Center – City Hall Lower Level
808 W. Spokane Falls Blvd, Spokane, WA 99201

Virtual Meeting information can be found at:
www.spokanecity.org/boards/community-housing-and-human-services-board/

The City of Spokane's Community, Housing, and Human Services (CHHS) Board will hold a public hearing on April 1, 2026 to share information and take public comment on the 2026 Annual Action Plan for the 2025-2029 Consolidated Plan.

The Consolidated Plan is a multi-year plan that identifies Spokane's community development priorities and goals based on an assessment of housing and community development needs, an analysis of housing and economic market conditions, and available resources. The plan is required by the U.S. Department of Housing and Urban Development (HUD) and is designed to help Spokane align its various housing and community development programs into effective, coordinated neighborhood and community development strategies.

The Annual Action Plan describes the program year funding activities for the second allocation year of City of Spokane's five-year HUD-funded activities that directly benefit low- and moderate-income individuals. The Annual Action Plan provides an overview of how these resources will be expended during program year 2026.

Public comments will be collected for the 2026 Annual Action Plan between March 4, 2026, and April 6, 2026.

The public may provide comment on the 2026 Annual Action Plan by the CHHS Department at 509-625-6325 or cpd-grants@spokanecity.org. An electronic copy of the draft can be obtained at https://my.spokanecity.org/chhs/documents/ starting on March 4, 2026. Paper copies of the draft plan will be made available upon request after March 4, 2026.

WASHINGTON STATE 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 Council Briefing Center in the lower level of Spokane City Hall, 808 W Spokane Falls Blvd, is equipped with an infrared amplified listening system for persons with hearing loss. Headsets may be checked out upon presentation of picture ID through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Brian Holtkamp, Deputy Director of Human Resources, at 509.625.6325, 808 W. Spokane Falls Blvd, Spokane, WA 99201, or bholtkamp@spokanecity.org.

Persons who are deaf or hard of hearing may contact the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date. SEPA/EIS INFORMATION: The Consolidated Planning Process serves as the functional equivalent of the SEPA process. To meet the needs of non-English speaking residents, the City will, to the extent reasonably possible, provide translators for public hearings. Persons who require a translator should contact the CHHS Department. All requests for translators must be made 72 hours prior to the public hearing; however, if a request is made, every reasonable attempt will be made to have one present.

For further information, contact the CHHS Department at 509-625-6325 or cpd-grants@spokanecity.org.

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Summary of Public Comments/Feedback from Community Workshops

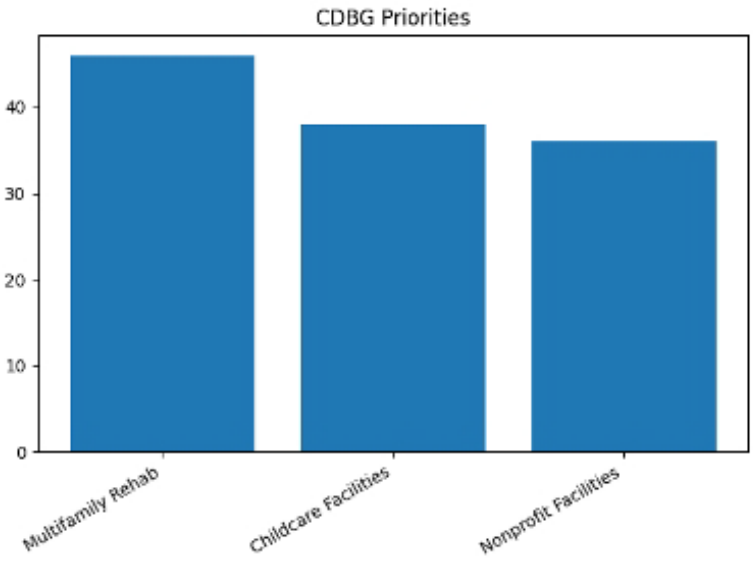
The City hosted a series of four public community workshops designed to solicit resident input on community needs, funding priorities, and proposed uses of federal CDBG and HOME funds. Participants were asked to complete a short survey to help inform priorities for an estimated $2.3 million in CDBG capital and HOME affordable housing investment.

Survey responses show strong alignment around housing preservation, higher-density development, and childcare infrastructure. CDBG priorities emphasize multifamily rehabilitation an childcare facilities, while HOME priorities strongly favor multi-unit and missing middle housing development.

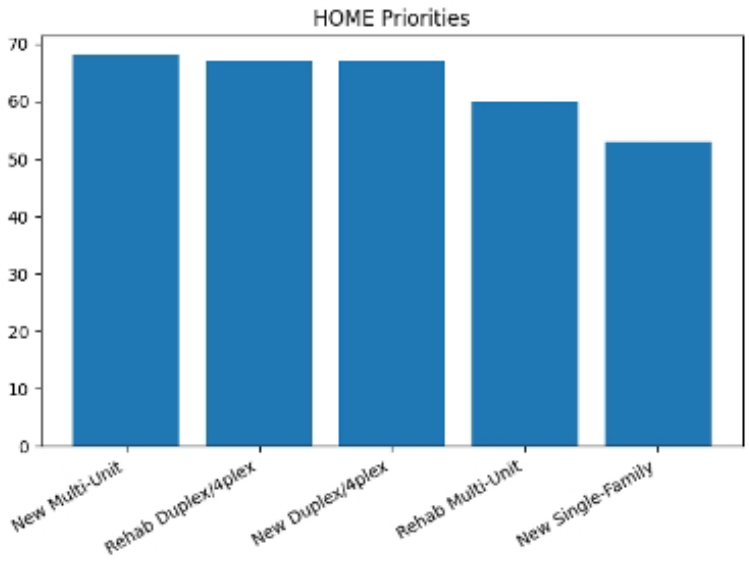
Key Findings:

- Multifamily housing rehabilitation is the top CDBG priority.
- Childcare facilities ranked second, indicating significant community need.
- HOME funds should prioritize multi-unit and duplex/fourplex development (new and rehab).
- Single-family rental housing is the lowest-ranked HOME priority.

CDBG Priorities:



Home Priorities:



Comments Made:

1	anonymous	Great job
2	anonymous	ADA improvements to existing home, duplex, and apartment buildings
3	anonymous	Would love to see a guide to homeownership as opposed to rental options.
4	anonymous	Acquisition of multifamily housing (to include some rehab component) is an important affordable housing support, especially given current cost increases in new construction, and financing costs.
5	anonymous	Applying to certify as a CHDO by a nonprofit faith-based organization is very difficult - often no staff.
6	anonymous	Needed - land banking, ability to buy existing property to build housing (which is applicable in this case), transparency on federal requirements and public charge.
7	anonymous	Use $ for neighborhood improvements. Simple/Safe Improvements - stop signs, crosswalks, bump outs.
8	anonymous	Rehab is the most effective use of funds

Grantee Unique Appendices

HOUSING AND HOMELESS
SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201
509.625.6325
FAX 509.625.6315

Spokane City Council Approval of 2026 Annual Action Plan

and

WA-502 Spokane Regional Continuum of Care and City of Spokane Emergency Solutions Grant Written Standards

HOUSING AND HOMELESS
SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201
509.625.6325
FAX 509.625.6315

Spokane City Council Approval of 2026 Annual Action Plan

To Be Added After Council Approval

HOUSING AND HOMELESS
SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201
509.625.6325
FAX 509.625.6315

WA-502 Spokane Regional Continuum of Care and City of Spokane Emergency Solutions Grant Written Standards

City of Spokane Emergency Solutions Grant Written Standards

I. Introduction and Scope

The Homeless, Housing, Operations and Services Guidelines (HHOS), published by the City of Spokane, establish the local policies and procedures required to meet Continuum of Care (CoC) and Emergency Solutions Grant (ESG) written standards. In accordance with 24 CFR 576.400 and HUD CoC Program requirements. The HHOS Guidelines operationalize standards for determining participant eligibility, prioritizing assistance, and administering program components including street outreach, rapid rehousing, transitional housing, permanent supportive housing, homelessness prevention, emergency shelter, and coordinated entry. Collectively, these guidelines constitute the City's adopted written standards for ensuring that CoC and ESG funded assistance along with State and Local funded projects are delivered in a consistent, compliant, and performance-driven manner.

II. Alignment with the CoC Five-Year Plan to End and Prevent Homelessness and HHOS Guidelines

ESG Activities will support the CoC goal of making homelessness rare, brief, and non-recurring. Strategic alignment includes:

1. Prioritizing unsheltered households and those with the greatest barriers.
2. Advancing equitable access and outcomes (this is especially important in the context of rural and urban households).
3. Increasing exits to permanent housing.
4. Reducing length of time homeless.
5. Improving system-wide data quality and accountability.

III. Collaborative Applicant Authority and Governance

The City of Spokane, as ESG recipient and Collaborative Applicant, retains authority to monitor ESG subrecipient compliance with federal requirements, local Written Standards, and performance expectations and any other applicable requirements under the HHOS Guidelines (published by HHS).

IV. Coordinated Entry and SALA Assessment

All households seeking ESG assistance that utilize Coordinated Entry must access services through the Spokane Regional CoC Coordinated Entry System (CES).

Assessment and prioritization shall be conducted using our locally adopted SALA Assessment tool in accordance with the CoC Coordinated Entry Policies. No alternative assessment tool shall be used for ESG prioritization. All ESG referrals and placements must follow SALA-based prioritization and CE ranking policies.

V. Eligibility & Documentation

Households must meet ESG eligibility criteria as defined in 24 CFR §576.2. Depending on project type, eligibility and documentation of eligibility is required. Subrecipients are expected to familiarize themselves with controlling CFR's. Households must meet eligibility at program entry, and the documentation must support these criteria. Attached to these Written Standards is a general checklist that providers are encouraged to use in building out their own policies and procedures. This checklist is a minimum floor on what the City expects to see in a client file.

VI. Performance and Fiscal Utilization Expectation for ESG Subrecipients

ESG subrecipients are expected to demonstrate effective program performance, fiscal responsibility, and full participation in system coordination.

1. **Program Performance:**
   Projects must adhere to the Five-Year Plan to Prevent and End Homelessness Program Management Plan. These metrics include, at minimum, length of time homeless, positive exits to housing (TH, PSH, PH), return to homelessness, and income growth.
2. **Inventory Utilization:**
   Projects must maintain appropriate bed/unit utilization and assist the City with the States' annual "Golden Report". Subrecipients are expected to alert the City to any changes to their inventory within 30-days. Failure to communicate changes to the HMIS team may result in corrective action.
3. **Spenddown Expectations:**
   Projects are expected to meet reasonable quarterly expenditures, barring any delays with contracts outside the control of the provider. Projects that are not being spent out in an appropriate or timely manner may be required to submit a Financial Improvement Plan. Failure to demonstrate improvement

may result in funding adjustments, reduction of award, or non-renewal consideration consistent with ESG and local authority.

4. **HMIS Participation and Data Quality**
   As noted in the Checklist, all homeless projects funded by the City of Spokane must participate in HMIS (or a comparable database), maintain data quality standards, accept Coordinated Entry referrals (if applicable), and contribute to local System Performance Measures.
   Persistent underperformance, low utilization, non-participation in Coordinated Entry, fiscal inefficiencies, or documentation deficiencies are identified, the City may require a corrective action plan prior to funding determinations. For projects receiving both ESG and CoC Program funds, the CoC Reallocation Policy may be considered during ESG renewal evaluation.

VII. ESG Corrective Action & Appeal Process

If an ESG funded project is identified for funding reduction, non-renewal, or significant adjustment due to performance or spenddown concerns, the subrecipient will receive written notification outlining the basis for the decision.

The subrecipient may submit a written response or appeal within seven (7) days of notification, The City will receive submitted materials and issue a written determination within fourteen (14) business days.

This ESG appeal process is separate from the CoC Reallocation Appeal Process and applies solely to ESG funding decisions.

GENERAL CHECKLIST FOR PROGRAM ENROLLMENT

Households must meet ESG eligibility criteria as defined in 24 CFR §576.2. Depending on project type, eligibility and documentation of eligibility is required. Subrecipients are expected to familiarize themselves with controlling CFR's. Households must meet eligibility at program entry, and the documentation must support these criteria. Below is a general checklist that all agencies must maintain, at minimum, in a client file.

1. Participant Eligibility and Intake
    a. Third Party Certification of Homeless Status Documentation (Categories 1-4 as applicable)
    b. Third Party Certification of Income Eligibility (30% AMI)
    c. Intake assessment completed
    d. *Self-Certifications should only make up 10% or less of total households served.*
2. Inspection: **H**ousing **Q**uality **S**tandard or NSPIRE
    a. An inspection must be conducted prior to Move-In.
    b. Inspection must be documented and signed by the inspector. For a copy of an HQS/NSPIRE template please reach out directly to the Spokane Housing Authority. Inspections can be done by *any* certified HQS/NSPIRE inspector.
    c. All units must be inspected annually if household is enrolled for 12 months or more.
3. Fair Market Rent
    a. ESG does **not** allow rent to exceed Fair Market Rent. Providers can find Spokane County's FMR and Utility Allowances on the Spokane Housing Authority's website.
    b. In addition to meeting FMR, all units must also meet Rent Reasonableness. Rent Reasonableness shall follow the same criteria as outlined in the Spokane Housing Authority Administrative Plan.
4. Financial Assistance and Payments
    a. Lease (usually 12-months)
    b. All rental payments must be documented in HMIS.
    c. All payments outside of rental assistance must also be documented and allowable.
    d. No duplicate assistance across funding sources.

e. Payments align with participant eligibility and provider program rules. Progressive case management is expected to be a core tenet of all program policies and procedures.

5. Participant File Documentation
    a. Complete household file is maintained (electronically or paper)
    b. Required forms signed and dated.
    c. Case notes support services provided.
    d. Documentation is chronological and consistent.
6. Case Management
    a. Case management provided (if required by project type).
    b. Housing stability plan documented each month that subsidy is paid, or household is still enrolled in program.
    c. Regular contact is documented (paper file or internal database).
7. HMIS and Data Quality
    a. Household is entered into HMIS (or comparable database) and all services provided are also documented.
    b. Data is timely and accurate.
8. Fair Housing and Equal Access
    a. Subrecipients are expected to provide households with Fair Housing information (typically a brochure that can be accessed by NW Fair Housing or the Tenants Union)
    b. Subrecipients are expected to have information on Fair Housing and Non Discrimination publicly displayed in a public space at their respective agencies. This information should be in at least 2-3 different languages (top 2-3 spoken in Spokane).
    c. Equal Access Policies shall also be included in the policies and procedures of all subrecipients.
9. Termination Procedures
    a. Written termination policy is followed and reviewed on a regular cadence.
    b. Household has received and signed the policy.
    c. Opportunity for appeal provided and also signed.
10. Procurement and Conflicts of Interest (if applicable)
    a. This component is tied to subrecipient staff. All staff are expected to sign an attestation that if a conflict of interest arises, they are expected to alert their supervisor. Conflict of Interests should be signed annually (or at least biannually) and as new staff are onboarded.
    b. All subrecipients must maintain procurement policies when applicable.
11. Shelter and Facility Standards (if applicable)

a. Shelter meets minimum habitability standards.
b. Safety and sanitation requirements are met.

Grantee SF-424's and Certification(s)

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Certifications, SF-424s, and HUD-424-Bs

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

04/14/2026
Date

Director, Housing and Human Services
Title

OMB Control No: 2506-0117 (exp. 09/30/2021)

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint – Its activities concerning lead based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

04/14/2026
Date

Director, Housing and Human Services
Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92,209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

04/14/2026
Date

Director, Housing and Human Services
Title

OMB Control No: 2506-0117 (exp. 09/30/2021)

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

04/14/2026
Date

Director, Housing and Human Services
Title

OMB Control No: 2506-0117 (exp. 09/30/2021)

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CITY OF SPOKANE
HOUSING AND HOMELESS SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201
509.625.6325
FAX 509.625.6315

CDBG

SF-424 & HUD-424-B

OMB Number: [illegible]
Expiration Date: 03/31/2020

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
05/15/2026	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	City of Spokane

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. UEI:
9 -6[illegible]260	[illegible]

d. Address:

* Street1:	[illegible]
Street2:	
* City:	Spokane
County/Parish:	
* State:	WA: Washington
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	99201-3317

e. Organizational Unit:

Department Name:	Division Name:
[illegible]	Economic and Human Services

f. Name and contact information of person to be contacted on matters involving this application:

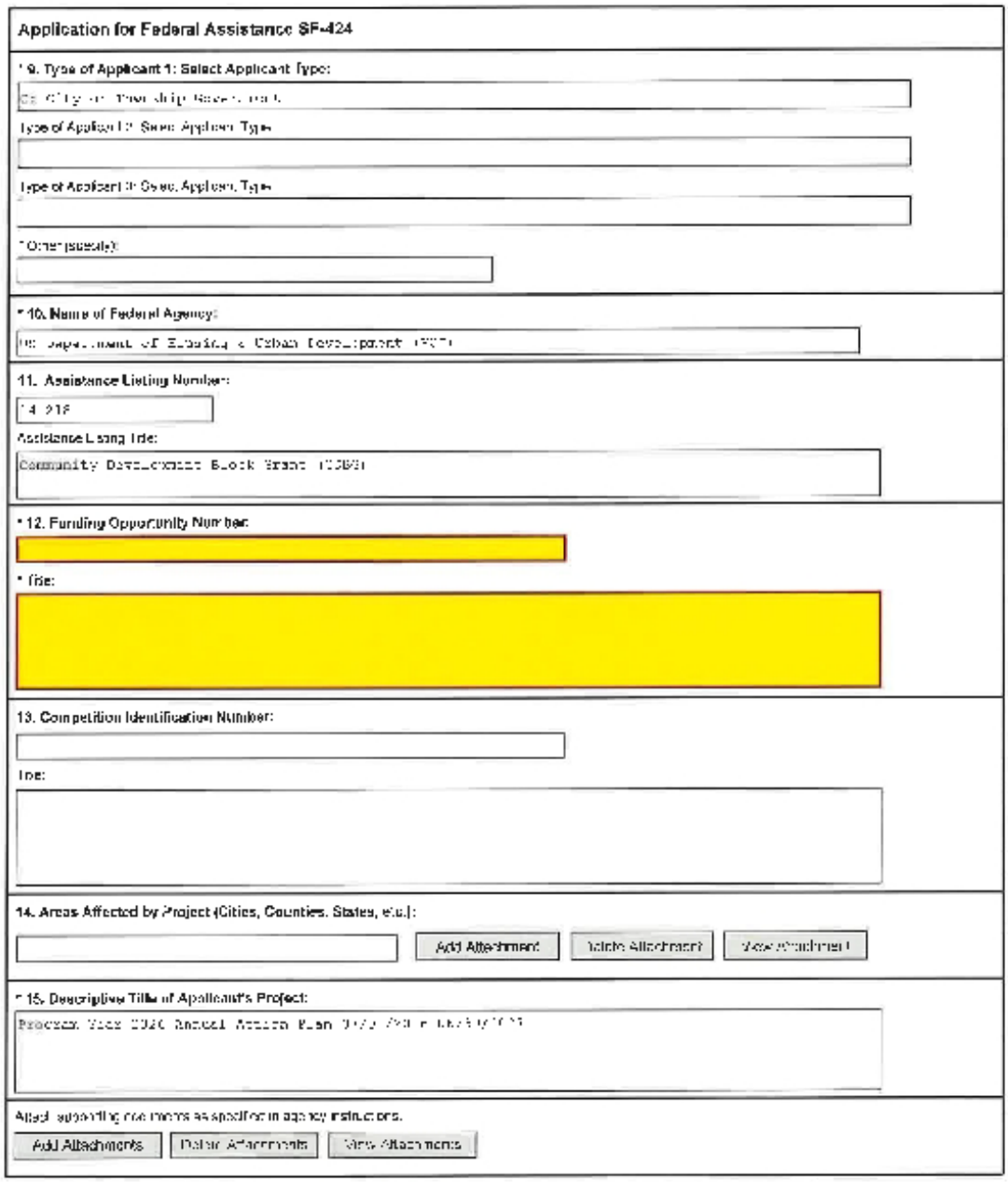
Prefix:		* First Name:	Heather
Middle Name:			
* Last Name:	Page		
Suffix:			

Title:	Program Manager, Housing & Community Development

Organizational Affiliation:	

* Telephone Number:	5096[illegible]4	Fax Number:	

* Email:	hpage@[illegible]city.org



Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

11. Assistance Listing Number:

14.218

Assistance Listing Title:

Community Development Block Grant (CDBG)

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

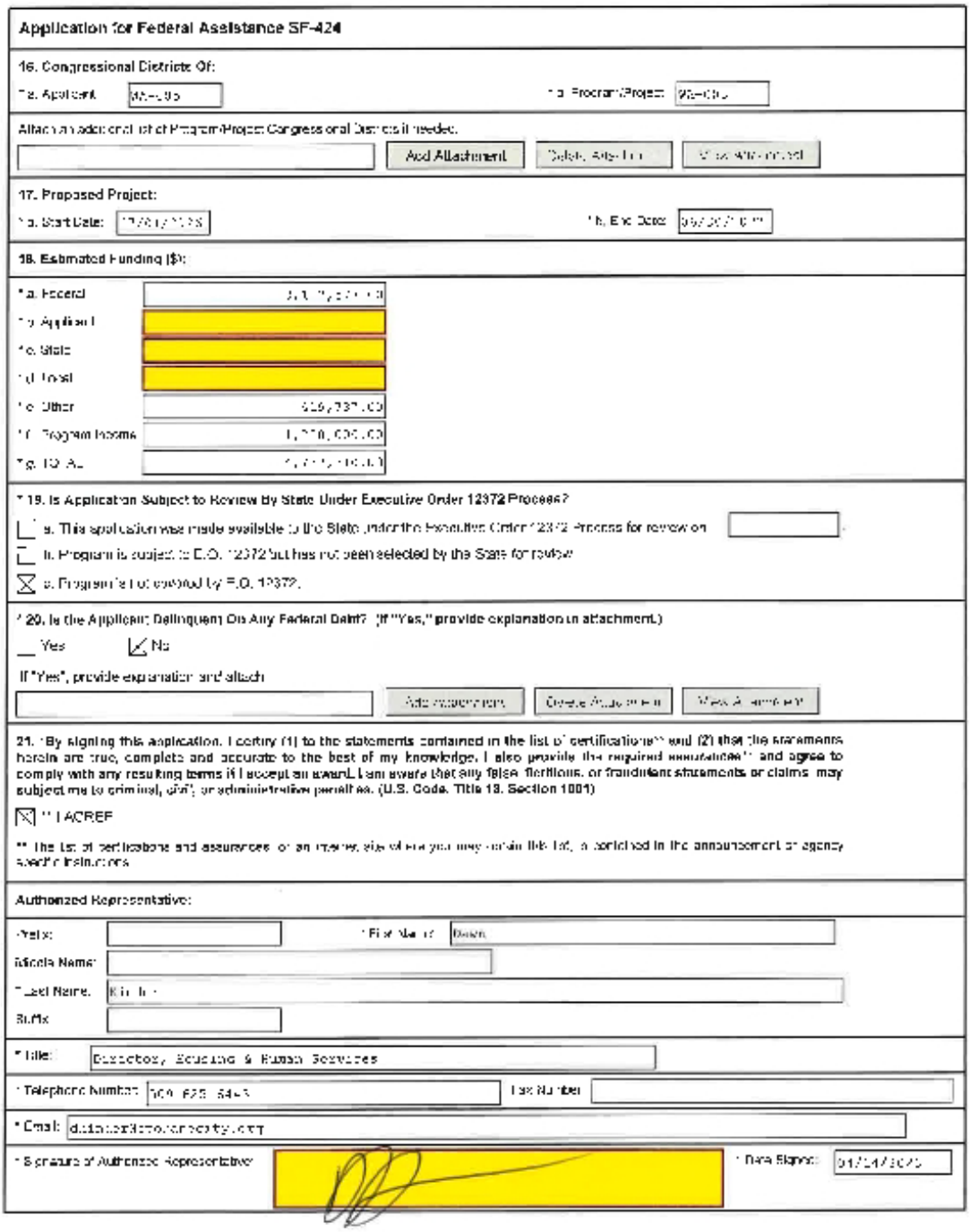
14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

* 15. Descriptive Title of Applicant's Project:

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments



Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding ($):

* a. Federal	
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☑ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. * By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

*Prefix:	* First Name:
Middle Name:	
* Last Name:	
Suffix:	
* Title:	Director, Housing & Human Services
* Telephone Number:	Fax Number:
* Email:	
* Signature of Authorized Representative:	* Date Signed:

OMB Control No: 2506-0117 (exp. 09/30/2021)

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number 2501-0044
Expiration Date: 07/31/2027

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.9, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

*Authorized Representative Name:

Prefix: | *First Name: Dave

Middle Name:

*Last Name: Kanaby

Suffix:

*Title: Director, Housing and Human Services

*Applicant Organization: City of Broomfield

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance; OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8; the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable; and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100 which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

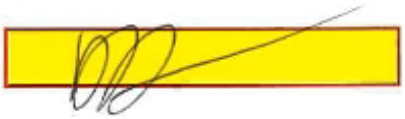
8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribes sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. [18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)].

*Signature



*Date

Form HUD-424-B (02/23)

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SPOKANE, WASHINGTON 99201
509.625.6325
FAX 509.625.6115

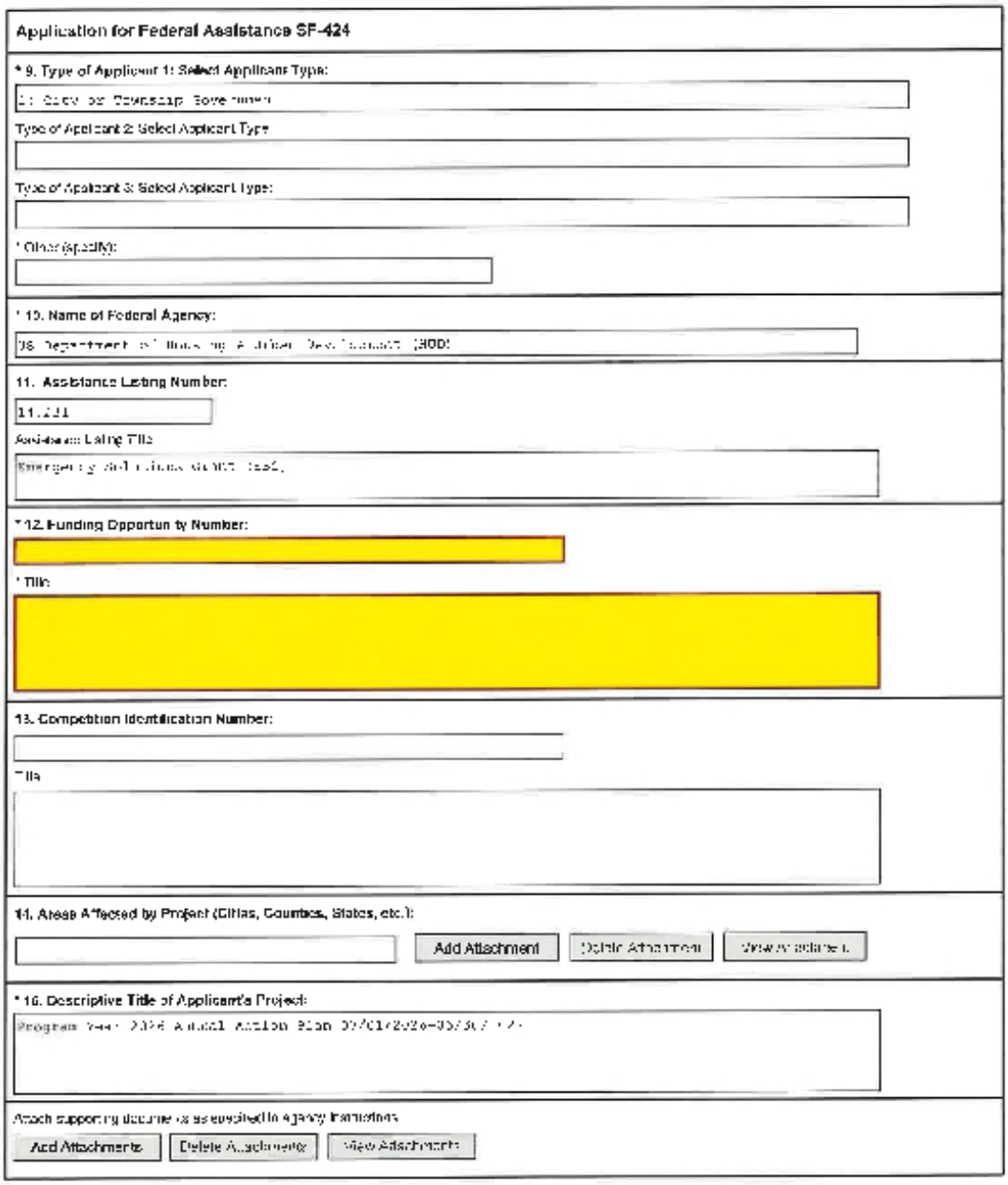
ESG

SF-424 & HUD-424-B

OMB Number: 4040-0004
Expiration Date: 08/31/2026

Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Pre-application ☒ Application ☐ Changed/Corrected Application	* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision — * If Revision, select appropriate letter(s): — * Other (Specify):
* 3. Date Received: [illegible]	4. Applicant Identifier:
5a. Federal Entity Identifier:	5b. Federal Award Identifier:
State Use Only:	
6. Date Received by State:	7. State Application Identifier:
8. APPLICANT INFORMATION:	
* a. Legal Name: City of Spokane	
* b. Employer/Taxpayer Identification Number (EIN/TIN): [illegible]	* c. UEI: [illegible]
d. Address:	
* Street1: [illegible]	
Street2:	
* City: Spokane	
County/Parish:	
* State: WA: Washington	
Province:	
* Country: USA: UNITED STATES	
* Zip / Postal Code: [illegible]	
e. Organizational Unit:	
Department Name: [illegible]	Division Name: Housing and Human Services
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix:	* First Name: [illegible]
Middle Name:	
* Last Name: Page	
Suffix:	
Title: [illegible]	
Organizational Affiliation:	
* Telephone Number: [illegible]	Fax Number:
* Email: [illegible]	



Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

Type of Applicant 2: Select Applicant Type

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

11. Assistance Listing Number:

11.231

Assistance Listing Title

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

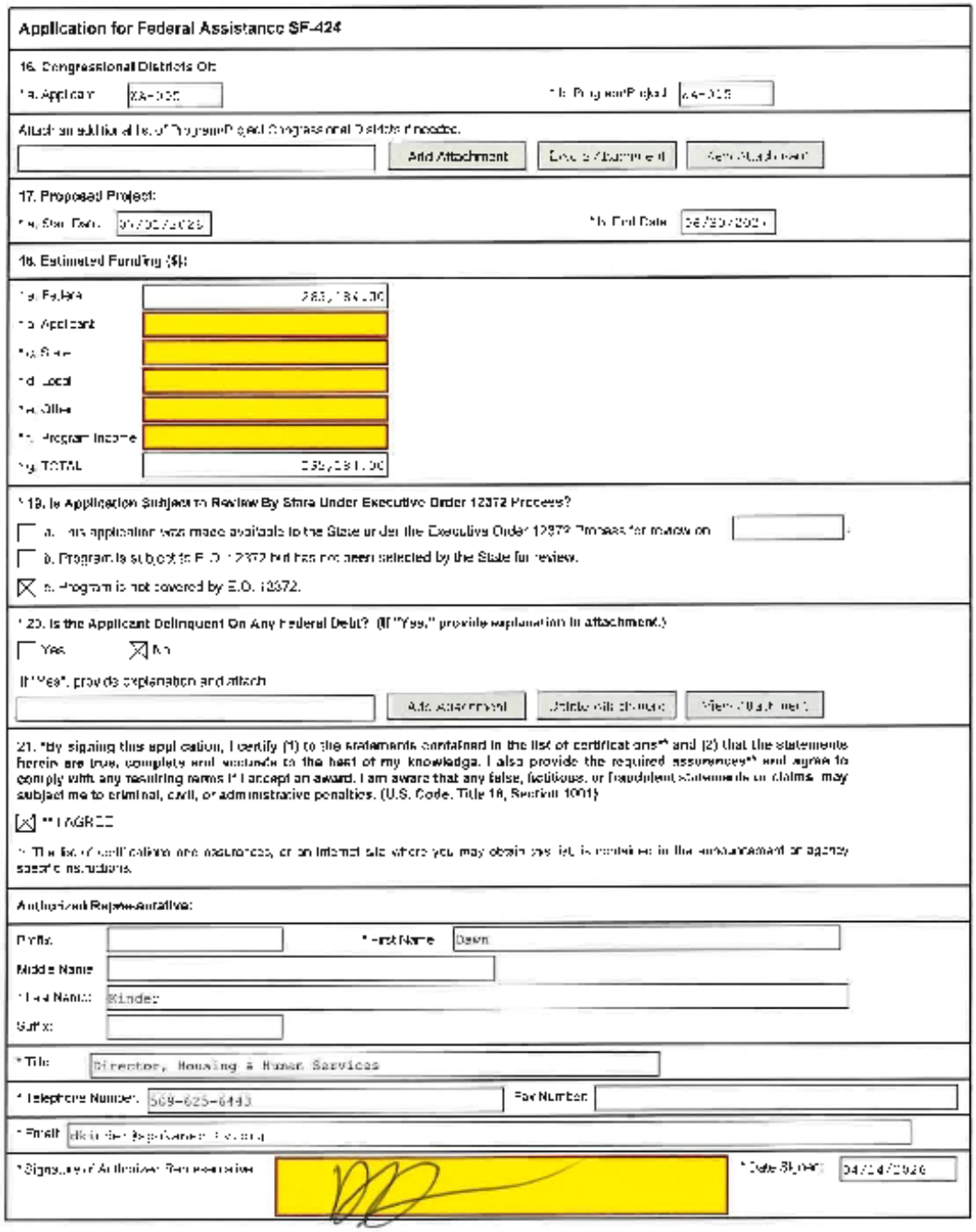
* 16. Descriptive Title of Applicant's Project:

Program Year 2026 Annual Action Plan 07/01/2026-06/30/2027

Attach supporting documents as specified in agency instructions

Add Attachments | Delete Attachments | View Attachments

OMB Control No: 2506-0117 (exp. 09/30/2021)



Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: [redacted] * b. Program/Project: [redacted]

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: [redacted] * b. End Date: [redacted]

18. Estimated Funding ($):

* a. Federal	283,184.00
* b. Applicant	[redacted]
* c. State	[redacted]
* d. Local	[redacted]
* e. Other	[redacted]
* f. Program Income	[redacted]
* g. TOTAL	283,184.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on [redacted].

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	[redacted]
* First Name:	Dawn
Middle Name:	[redacted]
* Last Name:	Kinder
Suffix:	[redacted]
* Title:	Director, Housing & Human Services
* Telephone Number:	509-625-6443
Fax Number:	[redacted]
* Email:	[redacted]
* Signature of Authorized Representative:	[redacted]
* Date Signed:	[redacted]

OMB Control No: 2506-0117 (exp. 09/30/2021)

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 09/30/2027

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF 424 B or SF 424 D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 C.F.R §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

*Authorized Representative Name:

Prefix: | *First Name: [redacted]

Middle Name:

*Last Name: [redacted]

Suffix:

*Title: Director, Housing and Other Services

*Applicant Organization: City of Spokane

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and implementing regulations (24 C.F.R. part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 C.F.R. part 8; the Americans with Disabilities Act (42 U.S.C. §§ 12101 et.seq.); and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance, except that the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin and will affirmatively further fair housing, except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 C.F.R. §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24, as applicable. Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit, Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

*Signature: [redacted] *Date: 8/14/2025

Form HUD-424-B (02/23)

CITY OF SPOKANE
HOUSING AND HOMELESS SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201
509.625.6325
FAX 509.625.6315

HOME

SF-424 & HUD-424-B

OMB Number: 4040-0004
Expiration Date: 08/31/2026

Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application	* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision If revision, select appropriate letter(s): * Other (Specify):
* 3. Date Received: 02/02/2026	4. Applicant Identifier:
5a. Federal Entity Identifier:	5b. Federal Award Identifier:
State Use Only:	
6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Spokane	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 91-6001280	* c. UEI: [redacted]

d. Address:

* Street1:	808 W. Spokane Falls Blvd.
Street2:	
* City:	Spokane
County/Parish:	
* State:	WA: Washington
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	99201-0174

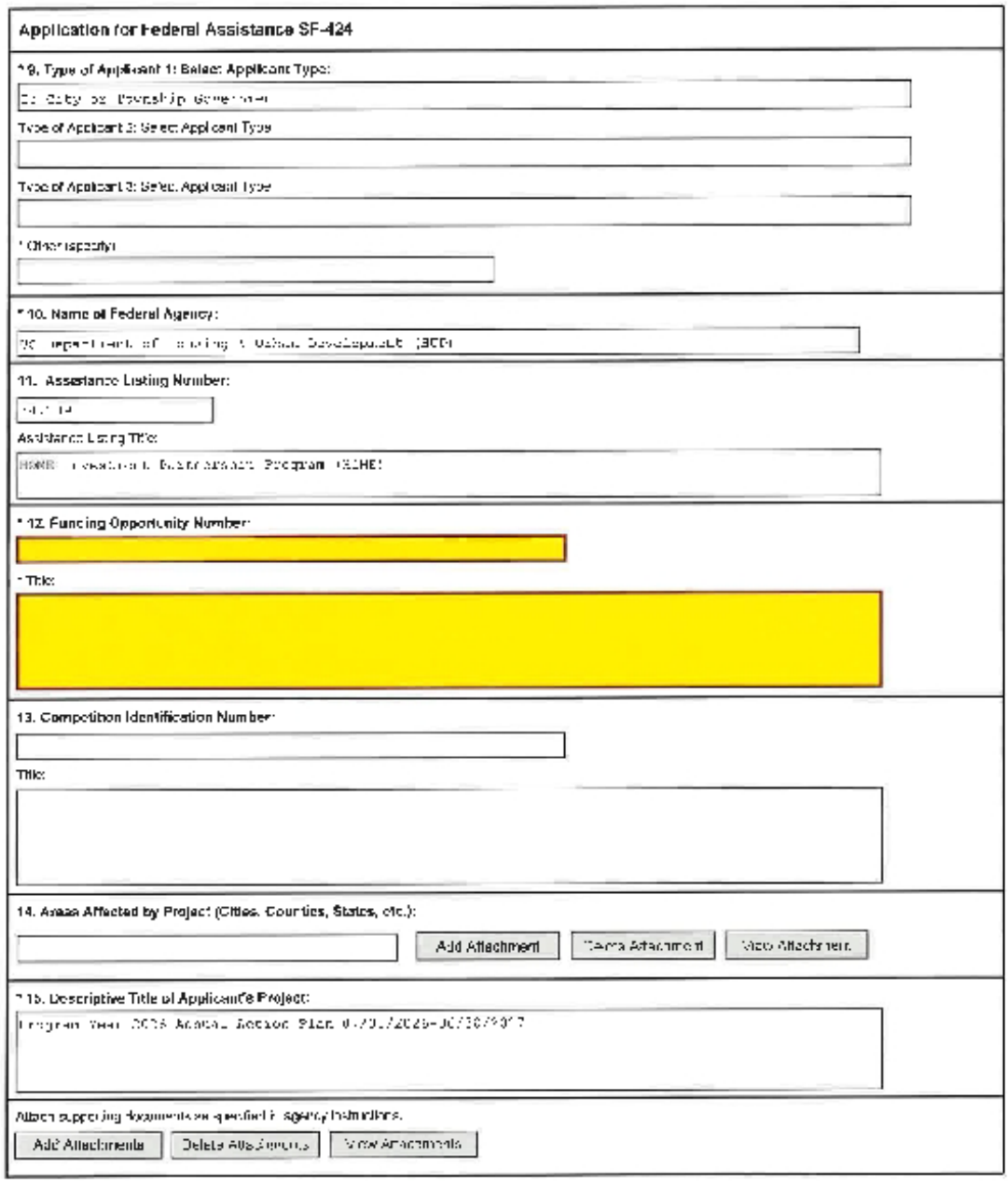
e. Organizational Unit:

Department Name: Housing and Homeless Services	Division Name: Housing and Human Services

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	* First Name: [redacted]
Middle Name:	
* Last Name: Page	
Suffix:	
Title: Program Manager, Housing & Community Develop.	
Organizational Affiliation:	
* Telephone Number: 509625-6078	Fax Number:
* Email: hpage@spokanecity.org	

OMB Control No: 2506-0117 (exp. 09/30/2021)



Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

Type of Applicant 2: Select Applicant Type

Type of Applicant 3: Select Applicant Type

* Other (specify)

* 10. Name of Federal Agency:

11. Assistance Listing Number:

Assistance Listing Title:

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

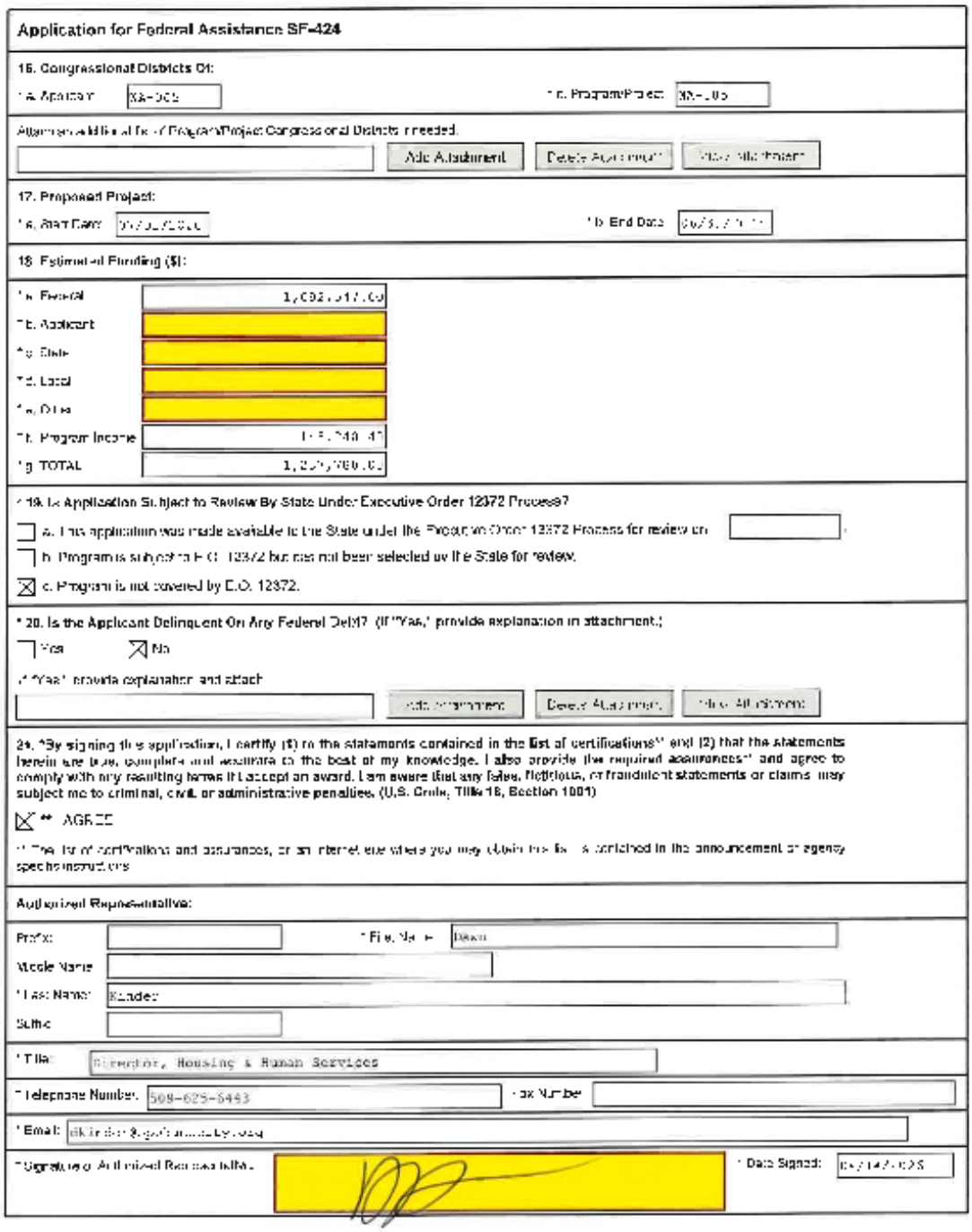
14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

* 15. Descriptive Title of Applicant's Project:

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments



Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: XX-XX | * b. Program/Project: XX-XX

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2026 | * b. End Date: 06/30/2027

18. Estimated Funding ($):

* a. Federal	1,092,317.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	168,340.47
* g. TOTAL	1,260,657.47

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes" provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	Dawn
Middle Name:	
* Last Name:	Kander
Suffix:	
* Title:	Director, Housing & Human Services
* Telephone Number:	509-625-6443
Fax Number:	
* Email:	dkander@spokanecity.org
* Signature of Authorized Representative:	
* Date Signed:	05/14/2026

OMB Control No: 2506-0117 (exp. 09/30/2021)

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 12/23/2027

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form in which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant

*Authorized Representative Name:

Prefix: | *First Name: Dave

Middle Name:

*Last Name: Binder

Suffix:

*Title: Director, Housing and Human Services

*Applicant Organization: City of Spokane

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 9, the Americans Disabilities Act (42 U.S.C. §§ 12101 et seq.) and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except: if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100 which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin and will affirmatively further fair housing, except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

*Signature:

*Date:

Form HUD-424-B (02/23)

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/11/2026

Date Rec'd	4/15/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	KEVIN 509-625-6184	**Requisition #**	
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	HABITAT FOR HUMANITY SECOND WQTIF REQUEST		

Agenda Wording

A resolution approving the use of $1,200,500 of West Quadrant TIF funding for the acquisition of homes in the TIF district for renovation & update to permanently affordable housing.

Summary (Background)

The City and Habitat for Humanity have recently completed a successful effort to fund permanently affordable housing in the West Central Neighborhood. In 2023 $500,000 in WQTIF funds was granted to Habitat for Humanity, which they used to purchase two homes and turn them into affordable, safe, homeownership opportunities in West Central. This second request from Habitat for Humanity would expand on that original effort. Habitat for Humanity has requested $1,200,500 in TIF funds for the purchase of up to seven homes in the TIF district, after which they will renovate and update those homes and deed restrict them so that the homes become "permanently affordable housing." Such housing is both an allowed expenditure for TIF funds under RCW 39.89.020 and the ordinances guiding the West Quadrant TIF. Staff is proposing a Council Resolution authorizing the use of TIF funds for this purpose and authorizing staff to negotiate a contract with Habitat for Humanity for the repayment of purchase costs subject to City regulations and state law. The Neighborhood Project Advisory Committee met in February 2026 to discuss this proposal and voted unanimously in March 2026 to recommend City Council approve the use of TIF funds for the full amount.

What impacts would the proposal have on historically excluded communities?

West Central includes many residents from historically excluded communities. This proposal would provide potential housing for those residents, though the project is not conditioned for those from these communities to be the only qualifying recipient.

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?

No long-term tracking or analysis is required or proposed under the TIF program, aside from the normal financial and tax tracking reported in the Annual Report.

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

Annual performance of the TIF will be recorded and incorporated into the annual report prepared for the West Quadrant TIF and distributed to all stakeholders and the public.

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 proposal is directly in line with other housing action plan efforts, projects, and studies already underway as a response to the City's declared housing emergency. Furthermore, provision of affordable housing complies substantially with numerous land use, neighborhood, and economic policies in the Comprehensive Plan.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,200,500
Current Year Cost	$ 600,250
Subsequent Year(s) Cost	$ 600,250

Narrative

TIF Funds are repayment for public infrastructure to be installed or already installed. No additional costs are expected or required. All funds paid from received TIF property tax revenues.

Amount		Budget Account
Expense	$ 1,200,500	# 3501- 36230- 51010- 54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Taxes

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

Yes—the TIF will continue through 2032 (or 2046 if the County ratifies the updates in Ord C35879). Adequate funds exist in the account to make this payment outright.

Expense Occurrence	One-Time

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

None.

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

	Michelle Girardo (mgirardot@habitat-spokane.org)
smacdonald@spokanecity.org	sgardner@spokanecity.org
kfreibott@spokanecity.org	eking@spokanecity.org
abeck@spokanecity.org	nzollinger@spokanecity.org

RESOLUTION 2026-____

A resolution setting forth the City Council's approval and endorsement of funding for Habitat for Humanity from the Neighborhood Projects area of the West Quadrant Tax Increment Financing district. This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, the City of Spokane formed a West Quadrant Tax Increment Financing ("WQTIF") district, to help provide funding for public improvement projects in and around the Kendall Yards planned unit development area, and designated project types within the area, along with estimated costs for those projects within the life of the WQTIF; and

WHEREAS, City of Spokane Resolution 2007-0101 formed the Neighborhood Project Advisory Committee ("NPAC") to make recommendations for the use of funds received in the WQTIF area, composed of residents of the West Central, Riverside, and Emerson-Garfield neighborhoods; and

WHEREAS, the NPAC meets regularly to review fund balances, proposed projects, potential allocations and to prioritize projects, pursuant to their purpose under Resolution RES 2007-0101; and

WHEREAS, the City has successfully completed a prior request for WQTIF funds from Habitat for Humanity, as adopted in Resolution 2023-0042 and contracted in OPR 2024-0030, actions which directly resulted in two additional permanently affordable homes in the district in the past; and

WHEREAS, the NPAC met on February 4, 2026 to hear a new request from Habitat for Humanity for $1,200,500 in TIF funds for the acquisition of homes to be renovated and converted to permanently affordable housing; and

WHEREAS, the NPAC has determined that the proposed acquisitions are within the WQTIF boundary and represent the types of projects the WQTIF funds may fund as described by ordinance C34032, as amended by ordinance C35879; and

WHEREAS, at their March 4, 2026 meeting the NPAC voted unanimously to recommend the City Council approve the use of funds for the proposed project in the amount of $1,200,500; and

WHEREAS, the City estimates that increment revenues to the WQTIF this year will be approximately $814,685, in addition to the $2,356,568 currently on hand for that account, an amount sufficient to pay the request outright;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses funding to be provided to Habitat for Humanity from the WQTIF for the purposes of acquiring homes for the establishment of permanently affordable housing in the WQTIF district; and

BE IT FURTHER RESOLVED that the City Council authorizes the administration through the Planning & Economic Development department, and any other applicable staff, to execute the appropriate contracts and related documents without further action by the City Council.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

STAFF REPORT

Habitat for Humanity Second TIF Funding Request

Project 26-005TIFS in the West Quadrant Tax Increment Financing District

Date: April 15, 2026

Action: Council Resolution & Contract

Applicant: Michelle Girardot, Chief Executive Officer
Habitat for Humanity—Spokane

Requestor: Kevin Freibott, Senior Planner
Planning & Economic Development Department
kfreibott@spokanecity.org

Executive Summary

Having completed a contract with the City for the purchase and renovation of two houses in the West Central Neighborhood, Habitat for Humanity has requested West Quadrant TIF funds for the purchase of up to seven additional homes in the TIF district to create "permanently affordable housing." The request under consideration is for funding from the Neighborhood Projects area of the TIF in the amount of $1,200,500. TIF funding would be used to purchase the homes, while the actual renovation and conversion of the homes to permanently affordable housing status would be paid by Habitat for Humanity via other outside funding.

The Neighborhood Projects Advisory Committee (NPAC) is an official City Committee responsible for advising City Council as to funding priorities and requests related to the West Quadrant TIF, specifically the Neighborhood Projects area comprising those parts of the TIF district outside Kendall Yards. The NPAC received a presentation from the applicant at their regular February 2026 meeting. The NPAC then voted unanimously at their March 2026 meeting to recommend City Council approve the request.

Following the NPAC recommendation, staff is requesting a Council Resolution approving the use of the TIF funds and authorizing staff to negotiate and execute a contract with Habitat for Humanity for the repayment of acquisition costs of homes for permanently affordable housing. Sufficient funds exist in the TIF fund now to pay this amount in full, though the ultimate expenditure of funds may take more than one or two years depending on opportunity and market factors.

Staff recommends approval of this proposal.

Applicant's Request

As a non-profit developer and provider of affordable homeownership opportunities throughout the City and the region, Habitat for Humanity is uniquely placed to provide affordable housing in diverse situations while capitalizing a complex array of funding sources and programs needed to accomplish permanently affordable housing development in Washington.

Habitat for Humanity submitted a formal request[1] for TIF funding on January 14, 2026. Their request was for $1,200,500 in TIF funds for the purchase of homes that would be renovated and converted to permanently affordable housing. As is customary, Habitat for Humanity gave a presentation to NPAC on February 4, 2026. NPAC postponed a decision until their following meeting to allow time for thought and for Habitat for Humanity to fill out the draft TIF request form[2]. After filling out the forms and providing all requested materials, Habitat for Humanity returned to the NPAC at their April 1 meeting.

All materials submitted by the applicant are attached to this staff report (**Exhibit A)**.

The Proposal and the West Quadrant TIF Ordinances

The West Quadrant TIF was enacted by Ordinance C34032, adopted by City Council May 14, 2007. The TIF district comprises parts of the West Central, Riverside, and Emerson/Garfield neighborhoods. The West Quadrant TIF itself exists in two parts, the Kendall Yards area and the Neighborhood Projects area. The Kendall Yards project, the original impetus for the TIF, includes all properties owned and developed by Greenstone Homes as part of the Kendall Yards project. The Neighborhood Projects area comprises all parts of the adopted TIF that lie outside Kendall Yards. (See **Exhibit B**). Funds generated by the neighborhood projects area are required to be paid to project within that same area. Kendall Yards revenues are only used to pay for improvements within Kendall Yards itself.

Under the original Ordinance, a series of "neighborhood projects" were identified along with approximate costs and the various public improvements to be included in each. Permanently affordable housing in 2007 was not considered a "public improvement" and thus these kinds of projects were not identified for the TIF.

Following a change in state law that added permanently affordable housing to the list of allowed public improvements[3], City Council adopted Ordinance ORD C35879 amending the TIF. That Ordinance struck the former list of neighborhood projects and instead deferred to the state definition of public improvements to guide future TIF funding. As the state regulations had been updated to include permanently affordable housing and the TIF now pointed directly to the state regulations, permanently affordable housing is now an allowed TIF expenditure.

NPAC Consideration and Action

NPAC received a presentation on the request on February 4, 2026 and asked questions of the applicant. Optional additional materials were requested by NPAC, such as the then-draft TIF Request form and copies of the Habitat for Humanity presentation. At their April 1, 2026 meeting NPAC asked a few more questions before a committee member made the following motion:

> ***Motion:*** *Recommend City Council approve the use of TIF funds for Habitat for Humanity, as the proposal would return distressed properties to productive use, contribute to stronger neighborhood stability, support higher property*

[1] This is Habitat's second such request for TIF funding. In 2023 they requested and received $500,000 in TIF funds for the conversion of two homes to permanently affordable housing. See Project 23-005TIFS, Resolution RES 2023-0042, and Contract OPR 2024-0030. That contract was successfully completed in late 2025.

[2] At the time, the form was in its draft format, having been developed by the NPAC but awaiting City legal approval. It has since been approved.

[3] See RCW 39.89.020.

values, and reduce public costs associated with nuisance properties while also increasing access to homeownership and contributing to long-term household stability and neighborhood reinvestment.

Following a roll-call vote of voting members, the NPAC voted unanimously to approve the motion, after which staff prepared to bring the item to City Council.

Financial Status of the TIF

As of April 1, 2026, the neighborhood projects account stands at a positive balance of $2,356,568. Of those funds, several projects are underway and will likely be paid within the next year. These include prior approvals for the West Central Infrastructure Project, some quick-build work for 27 by 2027, and the Native project, totaling an encumbrance of $544,588. Subtracted from the cash on hand, that leaves $1,811,980 in the fund currently.

The TIF is ongoing and generates increasing amounts of revenue each year. The current forecast for TIF revenue in 2026 is $814,685, bringing the amount available for use this year to $2,626,665, more than sufficient to fund this request as well as the other request[4] currently pending for Council review and approval.

Current Cash on Hand:	$2,356,568
Encumbered Funds:	($544,588)
Forecast 2026 Revenue:	$814,685
Total Unencumbered Funds for 2026:	$2,626,665

According to the above calculations, staff asserts there is little chance that meeting the proposal's request for funds will negatively impact the TIF or its ability to continue to fund other projects, both approved projects and those that might come later.

Requested Council Action

Pursuant to the NPAC recommendation, Staff has provided a draft Council Resolution authorizing:

- *Use of $1,200,500 of West Quadrant TIF neighborhood projects funds for repayment to Habitat for Humanity for permanently affordable housing; and*
- *Staff to execute a Reimbursement Agreement between the City and Habitat for Humanity for the allocations of the funds with no further Council action required.*

A draft Resolution authorizing these actions is attached as **Exhibit C**.

Support for the Proposal

The City is currently facing a housing emergency, as affordability drops and the supply of available housing is insufficient to meet demand[5]. Additionally, in the past few years' annual reports, NPAC has frequently called upon City Council to fund more affordable housing projects with TIF funds[6]. Lastly, City Council itself has asked staff on numerous occasions about additional opportunities to allocate TIF funds to affordable housing in the district.

Staff Recommendation

For the reasons outlined above, given the overall health of the TIF and the effectiveness of past efforts to develop permanently affordable housing in partnership with Habitat for Humanity, *staff recommends City Council approve the request.*

List of Exhibits:

Exhibit A: Application for TIF Funding
Exhibit B: Reference Map of the WQTIF
Exhibit C: Draft Council Resolution

[4] *Project 26-014TIFS, Broadway Foods and Laundromat.*

[5] *See http://planspokane.org for more information on housing affordability and state requirements for providing sufficient housing at all levels.*

[6] *See the West Quadrant TIF webpage for the 2024 Annual Report and others.*

Project 26-005TIFS, Habitat for Humanity TIF Funding Request

Exhibit A to the Staff Report

Application Materials

General Application

Rev.20240311E

Description of Proposal

Habitat for Humanity–Spokane requests West Quadrant TIF acquisition funding to purchase seven fully rehabilitated single-family homes in West Central from A Better Way, LLC. Habitat will sell each home to an income-qualified household earning at or below 80% of Area Median Income and preserve long-term affordability through a Habitat Land Trust ground lease. TIF funds will be used exclusively for acquisition. Please see attached for more information

Address of Site Proposal
(if not yet assigned, obtain address from Development Services Center [509-625-6300] before submitting application):
Various

Applicant

Name: Habitat for Humanity Spokane

Address: 1805 E Trent ave Spokane, WA 99202

Phone: 509 530 0660 Email: mgirardot@habitat-spokane.org

Property Owner

Name: NA

Address:

Phone: Email:

Agent

Name: NA

Address:

Phone: Email:

Assessor's Parcel Numbers: Various

Legal Description of Site: NA

Size of Property: NA

List Specific Permits Requested in this Application:

Submitted By:

Habitat for Humanity Spokane

☑ Applicant ☐ Property Owner ☐ Property Purchaser ☐ Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

I, _____, owner of the above-described property, do hereby authorize _____ to represent me and my interests in all matters regarding this application.

Acknowledgment

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this 25th day of March, 20 26 , before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

_____

Notary Public in and for the State of Washington, residing at

_____

Request for TIF Funding
DRAFT Application

Rev.20250909

In addition to the General Application, requestors for funding from the West Quadrant TIF must fill out the following form and provide it to the Planning & Economic Development Department for review and submittal to the Neighborhood Project Advisory Committee. Supplemental sheets may be attached for longer answers.

PROJECT DETAILS:

Please provide the following information regarding the overall project to which this project relates. If no larger project exists, please provide as much information as possible.

Project Name: Habitat for Humanity Permanently Affordable Homeownership

Project Address or General Location: WQ TIF

Construction Dates (or Estimate): Starts (mm/yy) 5/1/2026 Ends (mm/yy) 12/1/2027

Total Cost of Project* (Approx.): $ $3,202,500 Total Requested from TIF: $ $1,200,500

Other Public or Private Funding for this Project (if any) and Approximate Amounts:
Other public funds (HTF): $420,000
Homebuyer first mortgages: $840,000
Habitat Land Trust contribution: $602,000
Down Payment Assistance (credit union/HTF/HFC): $140,000

**Please attach itemized cost estimates for improvements to be funded by the TIF, if available.*

PROPOSAL DESCRIPTION:

Please describe the overall project: Habitat for Humanity–Spokane requests West Quadrant TIF acquisition funding to purchase seven fully rehabilitated single-family homes in West Central from A Better Way, LLC. Habitat will sell each home to an income-qualified household earning at or below 80% of Area Median Income and preserve long-term affordability through a Habitat Land Trust ground lease. TIF funds will be used exclusively for acquisition. Please see attached for more information.

Features you hope to fund with TIF funding (check all that apply):

☒ Affordable Housing	☐ Streets & Curbs	☐ Sidewalks
☐ Crosswalks	☐ Signage & Signals	☐ Landscaping
☐ Street Trees	☐ Lighting/Streetlights	☐ Utility Connections
☐ Utility Lines	☐ Planning/Design	☐ Maintenance/Operations

☐ Other: Click or tap here to enter text._____

Partner Agencies or Organizations Affiliated with this Project: please see attached

Related City Projects or Programs (if any): please see attached

COMMUNITY ENGAGEMENT:

Neighborhood Councils You Have Contacted Regarding This Proposal:

☐ Riverside ☒ West Central ☐ Emerson/Garfield

☐ Other: Click or tap here to enter text.

Presentations You Have Given to Neighborhood Councils Regarding This Proposal *(provide future dates if presentations are scheduled but have not yet occurred)*:

Riverside (Dates): Click or tap here to enter text. West Central (Dates): 4/8/26

Emerson/Garfield (Dates): Click or tap here to enter text.

Other Engagement You Have Undertaken on this Project: Click or tap here to enter text.

SUPPLEMENTARY QUESTIONS:

Please attach a sheet or sheets answering the following general questions to the best of your knowledge and understanding. These questions, while general in nature, will help the Neighborhood Project Advisory Committee understand your project's value, needs, and contribution to the community and your project's relationship to the TIF's intended purpose.

1. Describe the problem, challenge, and/or opportunity your project is hoping to address.
2. Describe why TIF funds are essential/needed for this project.
3. Describe the end users and/or customers of your project. Who will be impacted by your project (positively as well as negatively) and how.
4. How might your project affect the health and safety of the neighborhood and the wider community?
5. Describe the short- and long-term economic benefits of your project, including any benefits to the immediate neighborhood as well as the larger community surrounding your project. Please submit documentation if any exists.
6. Describe how your project might benefit the surrounding neighborhood in other ways. Topics to consider are historic preservation, arts and creative outlets, job creation, affordable housing, infill (development in vacant lots, dilapidated properties), recreational access or amenities, and transportation safety or connectivity.
7. How does your project relate to the City's Comprehensive Plan? Identify any concepts in the Comprehensive Plan that relate to your project, including any goals or policies related to your project. (see www.shapingspokane.org)
8. Please attach any relevant site plans or drawings for your proposed project, preferably showing which improvements are to be TIF-funded.

SUBMITTED BY:

Name (PRINT): Michelle M. Girardot

Signature: _____ Date: 2/6/2026

☒ Applicant ☐ Property Owner ☐ Property Purchaser ☐ Agent

West Central Permanently Affordable Homeownership

At-a-Glance Summary for West Quadrant Tax Increment Financing (TIF) Request & Supplemental Questions

Project Overview

Habitat is requesting **$1.2 million** in West Quadrant TIF funding to acquire **seven rehabilitated homes** in West Central and sell them to households earning at or below **80% of Area Median Income (AMI)**. Each home will remain permanently affordable through a **Habitat Land Trust ground lease**.

Funding Request **$1.2 million in TIF support**	**Homes Delivered** **7 rehabilitated homes acquired**
Homebuyer Eligibility **Households at or below 80% AMI**	**Affordability Mechanism** **Habitat Land Trust ground lease**

1. Problem, Challenge, and Opportunity

West Central faces a combination of aging housing stock, historic disinvestment, and limited homeownership opportunity. Many homes in the neighborhood were built in the early 1900s and require substantial rehabilitation to meet modern health and safety standards.

At the same time, homes that could become ownership opportunities often move quickly and become rentals, reducing access to homeownership for neighborhood residents. The opportunity is to intervene at the point of acquisition so that rehabilitated homes become stable, owner-occupied housing rather than returning to speculation or long-term rental conversion.

2. Why TIF Funds Are Essential

Acquisition is the barrier. Even with affordable mortgages and private support, Habitat cannot compete with cash buyers or absorb the full cost of acquiring rehabilitated West Central homes while keeping them affordable to households earning at or below 80% AMI.

West Quadrant TIF funds allow Habitat to acquire the homes and ensure they become permanently affordable homeownership opportunities. TIF funds are used exclusively for acquisition.

3. End Users / Who Will Be Impacted

The primary end users are income-qualified homebuyers who will purchase and occupy the homes. These households benefit from stable, permanently affordable homeownership in a neighborhood where such opportunities are increasingly limited.

The surrounding neighborhood also benefits when vacant or distressed properties are rehabilitated, occupied, and maintained. The project is not intended to displace existing residents; it is designed to ensure reinvestment benefits the neighborhood and the people who live there now.

4. Health and Safety

This project improves neighborhood health and safety by bringing older homes up to modern standards. Rehabilitation addresses common issues in older housing, including deteriorated materials, outdated systems, moisture intrusion, and poor energy performance.

The project also reduces nuisance activity often associated with vacant or distressed properties and replaces those conditions with stable, owner-occupied homes.

5. Short- and Long-Term Economic Benefits

In the short term, the project returns distressed properties to productive residential use.

In the long term, rehabilitated homes contribute to stronger neighborhood stability, support higher property values than vacant or blighted homes, and reduce public costs associated with nuisance properties, including code enforcement and public safety response. Increased access to homeownership also contributes to long-term household stability and neighborhood reinvestment.

6. Other Neighborhood Benefits

This project supports affordable housing, infill through rehabilitation of existing homes, and long-term neighborhood stability. It preserves the character of West Central by reinvesting in existing housing stock rather than displacing current residents.

By converting distressed properties into permanently affordable homes, the project supports safer blocks, stronger neighborhood cohesion, and continued reinvestment in West Central.

7. Relationship to the City's Comprehensive Plan

This project supports goals associated with housing affordability, neighborhood stabilization, reinvestment in existing housing stock, and expanded access to homeownership. It advances the City's interest in creating stable, inclusive neighborhoods and preserving housing opportunities for lower-income households.

8. Site Plans / Improvements to Be TIF-Funded

This is a scattered-site acquisition project, so traditional site plans are not applicable. The TIF-funded activity is acquisition of completed, rehabilitated single-family homes in West Central. Habitat will provide the acquisition documentation required under the City's reimbursement process.

Proven Local Delivery

Habitat for Humanity–Spokane has served more than **450 households** through homeownership and housing preservation work, including in West Central. In West Central specifically, Habitat has completed **twelve substantial rehabilitations** as part of neighborhood revitalization efforts. The previous West Quadrant TIF award supported **two homes** that are now permanently affordable, owner-occupied residences.

What This Request Will Deliver

- 7 rehabilitated homes acquired
- 7 permanently affordable homeownership opportunities
- Homes preserved through a Habitat Land Trust ground lease
- Safer, healthier, more stable blocks within WQ-TIF boundary

Wednesday, January 14, 2026

West Quadrant TIF Neighborhood Project Advisory Committee
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201.

Dear NPAC members,

West Central is at a pivotal moment. Residents have been clear about what they need: safer blocks, healthier housing, reinvestment in aging homes, and stability for the families who have shaped this neighborhood for generations. Habitat for Humanity–Spokane shares these goals. In partnership with A Better Way, LLC, we respectfully request $1.2 million in West Quadrant TIF funding to support the acquisition of seven rehabilitated homes in West Central, all of which will be sold to income-qualified families and preserved as permanently affordable, owner-occupied housing.

This proposal builds on the success of the previous WQTIF award, which funded the acquisition of two severely distressed West Central homes—both now transformed into permanently affordable, healthy, owner-occupied homes. With this investment, Spokane can scale that progress block by block and ensure revitalization benefits the people who live here today.

Thank you for your thoughtful consideration.

In partnership,



Michelle M. Girardot
Chief Executive Officer
Habitat for Humanity–Spokane

Permanently Affordable Homeownership in West Central

Introduction — A Block-Level Story

On a spring morning in West Central, volunteers began gathering before Habitat's construction trailer even opened—not corporate teams or church groups, but neighbors from the block itself. One had lived there for more than forty years and walked over with his own tools. Another resident couldn't volunteer on site but brought breakfast down to the crew as a thank-you. A grandfather helped unload materials at the curb, telling the site supervisor, "We've been waiting a long time for someone to care about this house."

Before Habitat and A Better Way stepped in, the property had been vacant for years. Neighbors kept an informal rotation: chasing away trespassers, calling in small fires, sweeping shattered glass from the sidewalk. One mother shared that she never let her children play in the front yard because of the constant activity next door. When the rehab was completed and a family moved in, she said quietly, "Thank you. I finally feel safe letting my kids play outside again."

These moments—relief, gratitude, pride—are not unusual in West Central. They are the daily reality of residents living alongside aging housing stock, lingering blight, and decades of disinvestment. And they are the reason this proposal exists.

Background — A Neighborhood Under Pressure

West Central is one of Spokane's oldest neighborhoods, with a large portion of the housing stock built during the early 1900s. This historic fabric gives West Central its character—but also its challenges. Many homes predate modern building standards and the 1978 ban on lead-based paint, creating elevated risks of lead exposure, wiring hazards, mold, and energy inefficiency, especially for low-income families

> The neighborhood's demographic and economic conditions compound those risks:
> • Nearly 70% of West Central households rent their homes, compared with 57% citywide and 67% owner-occupancy countywide.
> • The median household income is just above $35,000, more than 40% below the city median.
> • Mortgage denial rates in Spokane County reach 30–33% for borrowers of color, compared with 22–28% for white non-Hispanic applicants.

Even though West Central home prices have softened recently, with median sale values around $280,000–$320,000, they remain out of reach for most neighborhood residents. Investor competition for older homes remains high, leading to more rental conversions rather than opportunities for long-term homeownership.

Habitat for Humanity–Spokane has seen these dynamics firsthand. Across Spokane County, Habitat has served more than 450 households through homeownership and housing preservation work, including in West Central. In West Central specifically, Habitat has completed twelve substantial rehabilitations as part of neighborhood revitalization efforts. This work demonstrates that when distressed homes are stabilized and returned to owner-occupancy with long-term affordability protections, the impact is immediate at the block level and lasting for families.

The previous $500,000 WQTIF allocation funded two such homes—properties long considered "problem houses" by neighbors. Today, they are healthy, permanently affordable homes owned by local families who intend to stay.

This proposal scales that success by acquiring seven additional rehabilitated homes.

How the Program Works

This project uses a straightforward, proven model to convert distressed properties into permanently affordable, owner-occupied homes in West Central.

First, homes in West Central that are vacant, blighted, or at risk of continued disinvestment are fully rehabilitated to modern safety, health, and energy standards. Rehabilitation includes structural repairs, major systems, building envelope improvements, and environmental remediation as needed, returning the homes to safe, code-compliant condition.

Once rehabilitation is complete, Habitat for Humanity–Spokane purchases each home using West Quadrant TIF acquisition funds, along with philanthropic contributions, Habitat Store proceeds, and buyer mortgage proceeds. TIF funds are used exclusively for acquisition, consistent with the City's reimbursement structure.

Habitat then sells each home to an income-qualified household earning at or below 80% of Area Median Income (AMI). Buyers are prepared for homeownership through Habitat's education and underwriting process and purchase the home with an affordable first mortgage, often paired with down payment assistance.

To ensure long-term community benefit, each home is preserved as permanently affordable housing through a Habitat Land Trust ground lease. This ground lease ensures the home remains affordable for future West Central families, prevents speculative resale, and supports stable homeownership while allowing families to build security and modest equity.

This model removes distressed homes from the speculative market, replaces blight with stable homeownership, and delivers lasting benefits to residents, blocks, and the broader West Central community.

Need for TIF Funding

The need is clear and specific: acquisition capital.

Even with philanthropy and affordable mortgages, Habitat cannot compete with cash buyers or absorb the full cost of acquiring rehabilitated West Central homes. TIF is the only tool that closes the gap between:

- What it costs to purchase a rehabilitated home at fair market value
- What households earning ≤80% AMI can sustainably support through an affordable mortgage

Without WQTIF, these seven homes would return to speculation, vacancy, or deterioration—rather than becoming long-term assets for West Central families.

Use of Funds

The full $1.2 million request will be used for acquisition reimbursement, consistent with the City's Reimbursement Agreement structure.

After rehabilitation is completed by A Better Way, Habitat will purchase each home using:

- WQTIF acquisition reimbursement
- Philanthropic contributions
- Habitat Store proceeds
- Buyer mortgage proceeds

Each home will then be sold to an income-qualified household and bound by permanent affordability covenants.

Projected Outcomes

Healthier, Safer Blocks

Rehabilitated, owner-occupied homes reduce trespass calls, code violations, fires, and nuisance activity—conditions long documented in West Central.

Permanent Affordability

These homes will never flip into the speculative market. They will remain accessible to future generations of low-income buyers, preventing displacement.

Stronger Neighborhood Cohesion

Owner-occupants contribute to neighborhood watch, maintain their homes, and anchor blocks where renters have historically outnumbered homeowners 2-to-1.

Fiscal Benefits to the City

The City's *Abandoned Opportunity* analysis demonstrates that each vacant or blighted property costs the City nearly $2,000 per year in police, fire, code enforcement, and cleanup. Rehabilitated homes eliminate those chronic demands.

Rehabbed homes assessed at $300,000–$400,000 contribute $3,000–$4,000 annually in property tax—often far more than the pre-rehab value.

Over ten years, each home produces:

- $40,000–$70,000 in direct municipal benefit, and
- $80,000–$150,000 in broader public-system savings

Across seven homes, this translates to:

- $280,000–$490,000 municipal benefit
- $560,000–$1,050,000+ in broader public-system savings
- West Central benefits immediately. Spokane benefits long-term.

Sources of Funds

Funding Source	Amount	When Received?
other public funds (HTF)	**$ 420,000.00**	**Closing**
Mortgages	**$ 840,000.00**	**Closing**
Habitat Land Trust	**$ 602,000.00**	**Closing**
DPA sources (credit union, HTF, HFC)	**$ 140,000.00**	**Closing**
WQ-TIF Request (171,500 × 7 homes)	**$ 1,200,500.00**	**Acquisition**
Total	**$ 3,202,500.00**	

Interim Financing

Interim Funding Source	Amount
Banner Bank Line of Credit for Public Contracts	**$1,000,000**

Use of Funds

Activity	Amount
Acquisition (Land or Rehab)	**$ 2,515,380.00**
Construction	$ 525,000.00
Developer fee, legal, closing costs	$ 162,120.00
Total	**$ 3,202,500.00**

Conclusion

This project offers Spokane a proven, community-centered strategy to stabilize West Central. With a $1.2 million TIF investment, Spokane will convert seven distressed houses into permanently affordable homes—creating safer streets, healthier housing, stable homeownership, and long-term public savings. Most importantly, this investment ensures that West Central's future continues to belong to the people who live there now.

Habitat and its partners stand ready to deliver these homes quickly, responsibly, and with deep community benefit.

West Quadrant TIF and the Kendall Yards Subarea

Drawn April 07, 2026 by the Planning & Economic Development Department

Neighborhood Projects Area

Kendall Yards Subarea

Buildings

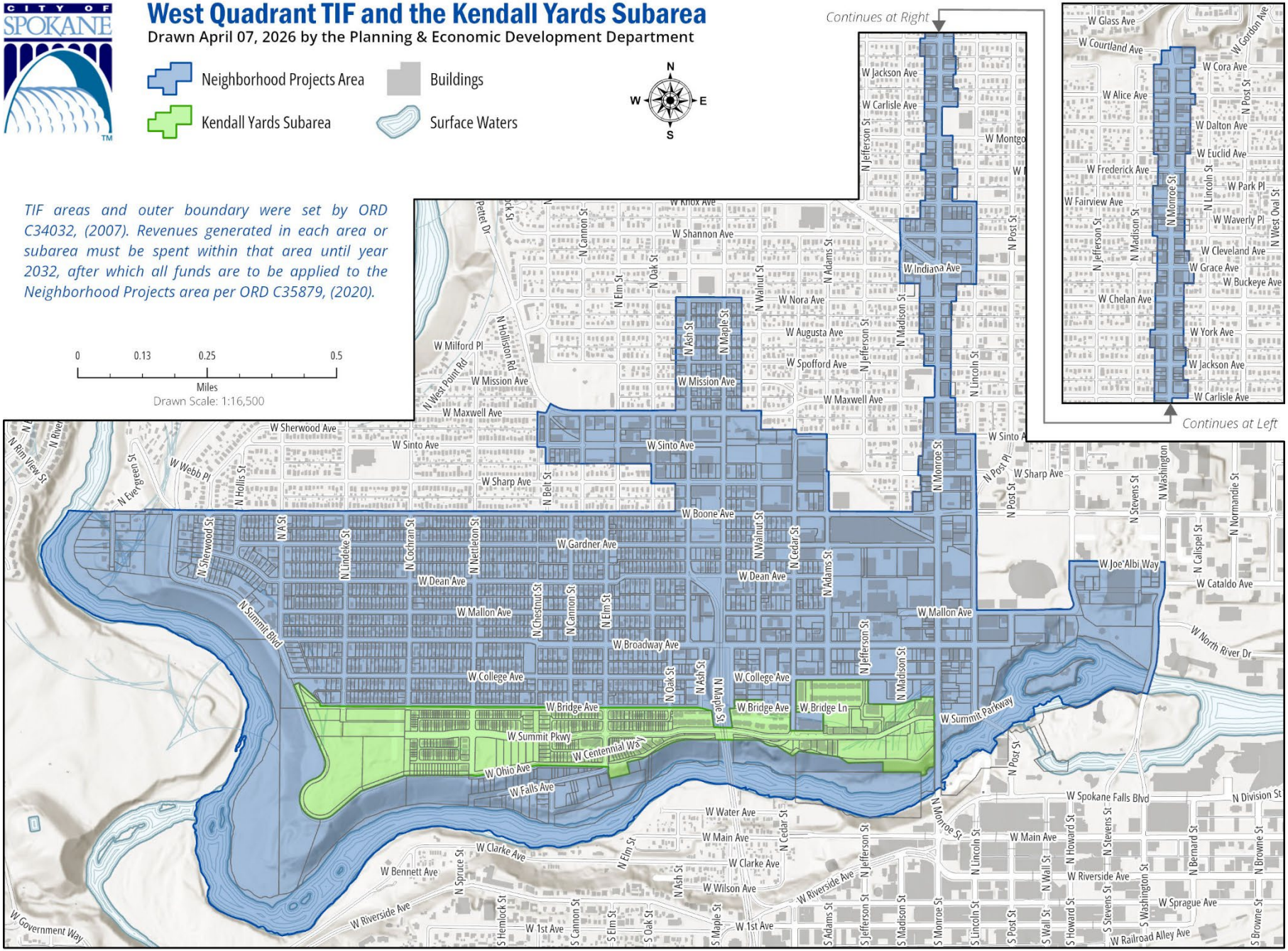
Surface Waters

TIF areas and outer boundary were set by ORD C34032, (2007). Revenues generated in each area or subarea must be spent within that area until year 2032, after which all funds are to be applied to the Neighborhood Projects area per ORD C35879, (2020).

0 0.13 0.25 0.5

Miles

Drawn Scale: 1:16,500



Drawn By: Kevin Freibott, Planning & Economic Development, kfreibott@spokanecity.org

Path: H:\Planning\Programs_Long_Range\GIS Mapping Program\West Quadrant TIF\West Quadrant TIF.aprx

Project 26-005TIFS, Habitat for Humanity TIF Funding Request

Exhibit C to the Staff Report

DRAFT Council Resolution

RESOLUTION 2026-____

A resolution setting forth the City Council's approval and endorsement of funding for Habitat for Humanity from the Neighborhood Projects area of the West Quadrant Tax Increment Financing district. This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, the City of Spokane formed a West Quadrant Tax Increment Financing ("WQTIF") district, to help provide funding for public improvement projects in and around the Kendall Yards planned unit development area, and designated project types within the area, along with estimated costs for those projects within the life of the WQTIF; and

WHEREAS, City of Spokane Resolution 2007-0101 formed the Neighborhood Project Advisory Committee ("NPAC") to make recommendations for the use of funds received in the WQTIF area, composed of residents of the West Central, Riverside, and Emerson-Garfield neighborhoods; and

WHEREAS, the NPAC meets regularly to review fund balances, proposed projects, potential allocations and to prioritize projects, pursuant to their purpose under Resolution RES 2007-0101; and

WHEREAS, the City has successfully completed a prior request for WQTIF funds from Habitat for Humanity, as adopted in Resolution 2023-0042 and contracted in OPR 2024-0030, actions which directly resulted in two additional permanently affordable homes in the district in the past; and

WHEREAS, the NPAC met on February 4, 2026 to hear a new request from Habitat for Humanity for $1,200,500 in TIF funds for the acquisition of homes to be renovated and converted to permanently affordable housing; and

WHEREAS, the NPAC has determined that the proposed acquisitions are within the WQTIF boundary and represent the types of projects the WQTIF funds may fund as described by ordinance C34032, as amended by ordinance C35879; and

WHEREAS, at their March 4, 2026 meeting the NPAC voted unanimously to recommend the City Council approve the use of funds for the proposed project in the amount of $1,200,500; and

WHEREAS, the City estimates that increment revenues to the WQTIF this year will be approximately $814,685, in addition to the $2,356,568 currently on hand for that account, an amount sufficient to pay the request outright;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses funding to be provided to Habitat for Humanity from the WQTIF for the purposes of acquiring homes for the establishment of permanently affordable housing in the WQTIF district; and

BE IT FURTHER RESOLVED that the City Council authorizes the administration through the Planning & Economic Development department, and any other applicable staff, to execute the appropriate contracts and related documents without further action by the City Council.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/11/2026

Date Rec'd	4/15/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	KEVIN 509-625-6184	**Requisition #**	
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	BROADWAY FOODS & LAUNDROMAT TIF FUNDING		

Agenda Wording

A resolution approving the use of $237,057 of West Quadrant TIF funding to repay the Broadway Foods and Broadway Laundromat for the installation of public infrastructure as part of their now-completed redevelopment and infill development project.

Summary (Background)

The West Quadrant TIF was set up to capture some of the property tax revenue around Kendall Yards and apply it to public infrastructure projects that benefit the surrounding neighborhoods. This Resolution, if approved, would authorize staff to negotiate a repayment agreement between the City and the owners of the Broadway Foods and Broadway Laundromat and ultimately to pay up to $237,057 in existing TIF funds for the purposes of repaying the owners for costs related to installing important pedestrian, street, and utility infrastructure adjacent to their properties. The Neighborhood Projects Advisory Committee met regarding this topic October and November 2025. In January 2026 the NPAC voted unanimously to recommend City Council approve the expenditure.

What impacts would the proposal have on historically excluded communities?

West Central includes many residents from historically excluded communities. This proposal would provide necessary services and employment in this neighborhood.

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?

No long-term tracking or analysis is required or proposed under the TIF program aside from the normal financial and tax tracking reported in the Annual Report.

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

As program management initiates through the Planning & Economic Development department, annual performance of this program will be recorded and incorporated into the annual report prepared for the West Quadrant TIF and distributed to all stakeholders and the public.

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

The proposal is in line with the City's economic development programs and strategies and represents a key opportunity for the tax revenue generated, in part, by the redevelopment of the Kendall Yards area and surrounding neighborhood to benefit neighborhood residents, increasing food availability, jobs, and services in the neighborhood.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 237,057
Current Year Cost	$ 237,057
Subsequent Year(s) Cost	$ 0

Narrative

TIF Funds are repayment for public infrastructure to be installed or already installed. No additional costs are expected or required. All funds paid from received TIF property tax revenues.

Amount		Budget Account
Expense	$ 237,057	# 3501- 36230- 51010- 54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Taxes

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

Yes—the TIF will continue through 2032 (or 2046 if the County ratifies the updates in Ord C35879). Revenue this year alone will exceed the amount of this payment proposal by more than twice.

Expense Occurrence	

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

Approvals		Additional Approvals	
Dept Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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RESOLUTION 2026-____

A resolution setting forth the City Council's approval and endorsement of funding for Broadway Foods and Broadway Laundromat from the Neighborhood Projects area of the West Quadrant Tax Increment Financing district. This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, the City of Spokane formed a West Quadrant Tax Increment Financing ("WQTIF") district, to help provide funding for public improvement projects in and around the Kendall Yards planned unit development area, and designated project types within the area, along with estimated costs for those projects within the life of the WQTIF; and

WHEREAS, City of Spokane Resolution 2007-0101 formed the Neighborhood Project Advisory Committee ("NPAC") to make recommendations for the use of funds received in the WQTIF area, composed of residents of the West Central, Riverside, and Emerson-Garfield neighborhoods; and

WHEREAS, the NPAC meets regularly to review fund balances, proposed projects, potential allocations and to prioritize projects, pursuant to their purpose under Resolution RES 2007-0101; and

WHEREAS, the NPAC met on October 1, 2025 to hear a new request from the owners of Broadway Foods and the Broadway Laundromat for $174,714 in TIF funds for reimbursement for costs related to installing public infrastructure on two properties in the West Central neighborhood; and

WHEREAS, it was determined during staff due diligence that an additional $7,073 in costs related to a rental truck required to hold a power pole in place during construction qualified for potential TIF funding; and

WHEREAS, the NPAC has determined that the related improvements, including the rental truck costs, are within the WQTIF boundary and represent the types of projects the WQTIF funds may fund as described by ordinance C34032, and amended by ordinance C35879; and

WHEREAS, at their January 7, 2026 meeting the NPAC voted unanimously to recommend the City Council approve the use of funds for the proposed project in the amount of $181,787; and

WHEREAS, the City estimates that increment revenues to the WQTIF this year will be approximately $814,685, in addition to the $2,356,568 currently on hand for that account, an amount sufficient to pay the request outright;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses funding to be provided to the owners of Broadway Foods and the Broadway Laundromat from the WQTIF for the purposes of repayment of costs related to installation of public infrastructure in the WQTIF district; and

BE IT FURTHER RESOLVED that the City Council authorizes the administration through the Planning & Economic Development department, and any other applicable staff, to execute the appropriate contracts and related documents without further action by the City Council.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

STAFF REPORT

Broadway Foods & Laundromat TIF Funding Request

Project 26-014TIFS in the West Quadrant Tax Increment Financing District

Date: April 15, 2026

Action: Council Resolution & Contract

Applicant: Jolly Ghebreab, Owner
Broadway Foods & Broadway Laundromat

Requestor: Kevin Freibott, Senior Planner
Planning & Economic Development Department
kfreibott@spokanecity.org

Executive Summary

Having completed construction and redevelopment of two parcels on Broadway in West Central, the applicant applied to the City for reimbursement of public infrastructure installed as part of the overall redevelopment of those parcels from West Quadrant Tax Increment Financing district (WQTIF) funds. As part of their larger project to redevelop the parcels and restore both food availability and laundry services to the neighborhood, the applicant installed several public improvements like sidewalks, frontage improvements, and other features necessary to ensure pedestrian safety and circulation. This effort included work not strictly required by the City, but rather impelled by the applicants own desire to do right by their neighbors (e.g. the moving of large power poles situated in the center of sidewalks).

The Neighborhood Projects Advisory Committee (NPAC) is an official City Committee responsible for advising City Council as to funding priorities and requests related to the West Quadrant TIF, specifically the Neighborhood Projects area comprising those parts of the TIF district outside Kendall Yards. The NPAC received a presentation from the applicant at their regular October 2025 meeting, continued to hear updates and discuss the project at their regular November 2025 meeting, and in January 2026 voted unanimously to recommend council approve the funding request.

Following the NPAC recommendation, staff is requesting a Council Resolution approving the use of the TIF funds and authorizing staff to negotiate and execute a contract with the applicant for the repayment of costs directly related to the provision of public improvements in the amount of $181,787. Sufficient funds exist in the TIF fund now to pay this amount in full upon execution of a Repayment Agreement.

Staff recommends approval of this proposal.

Applicant's Request

The applicant is a local retail store owner and small-scale developer who has successfully built and operated convenience stores and other services in the TIF vicinity. The applicant is well-known by the neighborhood at large and has received overall support from the Neighborhood Council and others for his efforts to improve the neighborhood.

The applicant has spent the last few years redeveloping two parcels, one on each side of Broadway in the West Central neighborhood on the east side of Nettleton, the location of which is shown in **Exhibit A**. As part of those two projects, significant work was needed in the City's right-of-way (ROW) including:

- Sidewalk demo/reconstruction;
- Curbs and curb cuts;
- Export of excess soil;
- New driveway;
- New/improved utility connections;
- Alleyway repaving;
- Relocation of power poles;
- Planting of street trees;
- Landscaping; and
- Signage.

The total cost for all these efforts was $79,195 for the Broadway Foods property and an additional $95,519 for the Broadway Laundromat property, totaling $174,714. This amount represents the applicants' original request.

During deeper analysis of their proposal by staff, and via questions asked by NPAC at their October 2025 meeting, it was discovered that the applicant also had to pay for a rental truck to hold an Avista power pole for months while the project was built—ensuring that power service was maintained to the neighborhood while the pole was relocated. As this pole was located in the ROW and represented public infrastructure, NPAC felt that cost also warranted repayment. Accordingly, the applicant's request was increased by $7,073.19 to $181,787.

Also during this time, staff discovered that the project had paid $55,570 in permit fees directly related to work conducted in the City ROW (e.g. from utility connection work, etc.). NPAC felt these fees should be reimbursed as well, as they represented normal costs related to construction of public improvements. However, upon review, City legal felt these costs were not valid TIF improvements and thus the total amount remains at $181,787.

All pertinent materials submitted by the applicant are attached to this staff report as **Exhibit B**.

The Proposal and the West Quadrant TIF Ordinances

The West Quadrant TIF was enacted by Ordinance C34032, adopted by City Council May 14, 2007. The TIF district comprises parts of the West Central, Riverside, and Emerson/Garfield neighborhoods. The West Quadrant TIF itself exists in two parts, the Kendall Yards area and the Neighborhood Projects area. The Kendall Yards project, the original impetus for the TIF, includes all properties owned and developed by Greenstone Homes as part of the Kendall Yards project. The Neighborhood Projects area comprises all parts of the adopted TIF that lie outside Kendall Yards. (See **Exhibit A**). Funds generated by the neighborhood projects area are required to be paid to projects within that same area. Kendall Yards revenues are only used to pay for improvements within Kendall Yards itself.

Under the original Ordinance, a series of "neighborhood projects" were identified along with approximate costs and the various public improvements to be included in each.

Following a change in state law that added permanently affordable housing to the list of allowed public improvements[1], City Council adopted Ordinance ORD C35879 amending the TIF. That Ordinance struck the former list of neighborhood

[1] *See RCW 39.89.020.*

projects and instead deferred to the state definition of public improvements to guide future TIF funding. All the improvements listed in the "Applicant's Request" section above represent items defined as Public Improvements by RCW 39.89.020.

NPAC Consideration and Action

NPAC received a presentation on the request on October 1, 2025 and asked questions of the applicant. Additional questions were asked at NPAC's November 5, 2025 meeting. There was no December NPAC meeting. During their January 7, 2026 meeting NPAC asked a few more questions before a committee member made the following motion:

> ***Motion:*** *Recommend City Council approve the use of TIF funds in the amount of $237,057.26 in public improvement costs, asking staff to continue to explore whether the $55,270.07 in permit fees can be funded by the TIF[2], and paying the $55,270.07 only if the City can find that those are legal TIF reimbursements. This motion is made because:*
>
> *(1) Funds would go to known businesses serving the neighborhood;*
>
> *(2) The projects provide food availability in an area felt to be lacking those resources;*
>
> *(3) The projects provide needed employment in the neighborhood;*
>
> *(4) The projects redeveloped infill lots previously left dilapidated and under-maintained by previous owners; and*
>
> *(5) The projects would fund improvements that enhanced pedestrian and transportation safety in this location.*

Following a roll-call vote of voting members, the NPAC voted unanimously to approve the motion, after which staff prepared to bring the item to City Council.

Of note, Staff has not found any valid argument to date that permit fees can be reimbursed by TIF funds—thus the effective recommendation of the NPAC stands at an amount of $181,787.

Financial Status of the TIF

As of April 1, 2026, the neighborhood projects account stands at a positive balance of $2,356,568. Of those funds, several projects are underway and will likely be paid within the next year. These include prior approvals for the West Central Infrastructure Project, some quick-build work for 27 by 2027, and the Native project, totaling an encumbrance of $544,588. Subtracted from the cash on hand, that leaves $1,811,980 in the fund currently.

The TIF is ongoing and generates increasing amounts of revenue each year. The current forecast for TIF revenue in 2026 is $814,685, bringing the amount available for use this year to $2,626,665, more than sufficient to fund this request as well as the other request[3] currently pending for Council review and approval.

Current Cash on Hand:	$2,356,568
Encumbered Funds:	($544,588)
Forecast 2026 Revenue:	$814,685
Total Unencumbered Funds for 2026:	$2,626,665

According to the above calculations, staff asserts there is little chance that meeting the proposal's request for funds will negatively impact the TIF or its ability to continue to fund other projects, both approved projects and those that might come later.

Requested Council Action

Pursuant to the NPAC recommendation, Staff has provided a draft Council Resolution authorizing:

- *Use of $181,787 in West Quadrant TIF neighborhood projects funds for repayment to Broadway Foods and Broadway Laundromat for the installation of public infrastructure; and*

[2] *For clarification: the $55,270.07 was included in the overall amount of $237,057.26 mentioned in the motion, NOT in addition to it.*

[3] *Project 26-014TIFS, Broadway Foods and Laundromat.*

- *Staff to execute a Reimbursement Agreement between the City and Broadway Foods for the allocations of the funds with no further Council action required.*

A draft Resolution authorizing these actions is attached as **Exhibit C**.

Support for the Proposal

Several letters of support were provided to the City along with the application, from:

- Katie and James Salisbury – local residents
- Reverend Katy Shedlock – local resident
- Kate Burke – Exec. Director of River City Youth

These letters are attached along with the other application materials in **Exhibit B**.

Staff Recommendation

For the reasons outlined above, given the overall health of the TIF and the recommendation of NPAC, *staff recommends City Council approve the request.*

List of Exhibits:

Exhibit A: Project Location in the WQTIF
Exhibit B: Applicant Materials
Exhibit C: Draft Council Resolution

West Quadrant TIF and the Kendall Yards Subarea

Drawn April 07, 2026 by the Planning & Economic Development Department

Neighborhood Projects Area

Kendall Yards Subarea

Approximate Project Location

Buildings

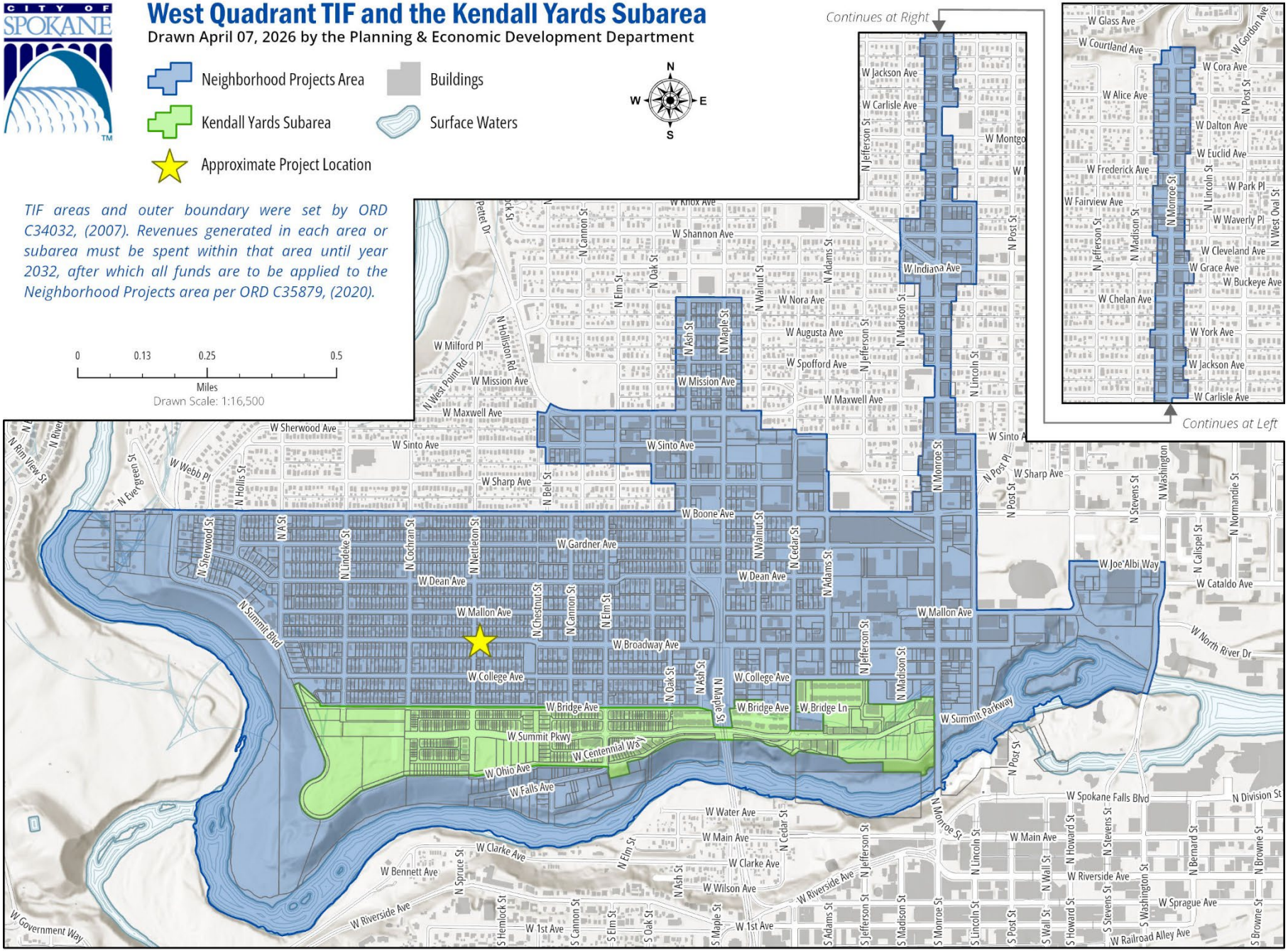
Surface Waters

TIF areas and outer boundary were set by ORD C34032, (2007). Revenues generated in each area or subarea must be spent within that area until year 2032, after which all funds are to be applied to the Neighborhood Projects area per ORD C35879, (2020).

0 0.13 0.25 0.5

Miles

Drawn Scale: 1:16,500



Drawn By: Kevin Freibott, Planning & Economic Development, kfreibott@spokanecity.org

Path: H:\Planning\Programs_Long_Range\GIS Mapping Program\West Quadrant TIF\West Quadrant TIF.aprx

Project 26-014TIFS, Broadway Foods & Laundromat TIF Funding Request

Exhibit B to the Staff Report

Application Materials and Letters of Support

General Application

Rev.20240311E

Description of Proposal

Habitat for Humanity–Spokane requests West Quadrant TIF acquisition funding to purchase seven fully rehabilitated single-family homes in West Central from A Better Way, LLC. Habitat will sell each home to an income-qualified household earning at or below 80% of Area Median Income and preserve long-term affordability through a Habitat Land Trust ground lease. TIF funds will be used exclusively for acquisition. Please see attached for more information.

Address of Site Proposal
(if not yet assigned, obtain address from Development Services Center [509-625-6300] before submitting application):

Various

Applicant

Name: Habitat for Humanity Spokane

Address: 1805 E Trent ave Spokane, WA 99202

Phone: 509 530 0660 Email: mgirardot@habitat-spokane.org

Property Owner

Name: NA

Address:

Phone: Email:

Agent

Name: NA

Address:

Phone: Email:

Assessor's Parcel Numbers: Various

Legal Description of Site: NA

Size of Property: NA

List Specific Permits Requested in this Application:

Submitted By:

Habitat for Humanity Spokane

☑ Applicant ☐ Property Owner ☐ Property Purchaser ☐ Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

I, _____, owner of the above-described property, do hereby authorize _____ to represent me and my interests in all matters regarding this application.

Acknowledgment

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this 25th day of March, 20 26 , before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

_____

Notary Public in and for the State of Washington, residing at

_____

Request for TIF Funding
DRAFT Application

Rev.20250909

In addition to the General Application, requestors for funding from the West Quadrant TIF must fill out the following form and provide it to the Planning & Economic Development Department for review and submittal to the Neighborhood Project Advisory Committee. Supplemental sheets may be attached for longer answers.

PROJECT DETAILS:

Please provide the following information regarding the overall project to which this project relates. If no larger project exists, please provide as much information as possible.

Project Name: Broadway Foods & Broadway Laundromat

Project Address or General Location: 2229 & 2228 W Broadway Ave. Spokane WA 99201

Construction Dates (or Estimate): Starts (mm/yy) 01/2025 Ends (mm/yy) 06/2025

Total Cost of Project* (Approx.): $ Click or tap here to enter text. Total Requested from TIF: $ 174,714

Other Public or Private Funding for this Project (if any) and Approximate Amounts: funded through private debt & equity

**Please attach itemized cost estimates for improvements to be funded by the TIF, if available.*

PROPOSAL DESCRIPTION:

Please describe the overall project: Infrastructure improvements were required in order to develop two corners of the Nettleton-Broadway intersection and provide critical commercial/retail services to the neighborhood. eveloper-paid, The developer paid for City-owned infrastructure at the cross-section of Nettleton and Broadway, including: new sidewalks, curbs, driveways and ramps; alley pavement, upgraded utility connections, electric pole relocations, and city landscaping.

Features you hope to fund with TIF funding (check all that apply):

☐ Affordable Housing	☒ Streets & Curbs	☒ Sidewalks
☐ Crosswalks	☒ Signage & Signals	☒ Landscaping
☒ Street Trees	☐ Lighting/Streetlights	☒ Utility Connections
☒ Utility Lines	☒ Planning/Design	☐ Maintenance/Operations

☒ Other: Nettleton St. alley asphalt behind both the grocery store and laundromat

Partner Agencies or Organizations Affiliated with this Project: Click or tap here to enter text.

Related City Projects or Programs (if any): West Central Infrastructure Project: a crosswalk at Nettleton and Broadway has been identified as a priority for the neighborhood and the NPAC. It is not included in the costs of this application, but we are also requesting this project be moved up in priority. The new businesses will increase foot traffic, particularly of families, and we are concerned about visibility for pedestrians at this intersection. Please prioritize a crosswalk WITH FLASHING LIGHTS/SIGNS at this intersection.

COMMUNITY ENGAGEMENT:

Neighborhood Councils You Have Contacted Regarding This Proposal:

☐ Riverside ☒ West Central ☐ Emerson/Garfield

☐ Other: Click or tap here to enter text.

Presentations You Have Given to Neighborhood Councils Regarding This Proposal *(provide future dates if presentations are scheduled but have not yet occurred)*:

Riverside (Dates): Click or tap here to enter text. West Central (Dates): 3/13/24, 10/8/25

Emerson/Garfield (Dates): Click or tap here to enter text.

Other Engagement You Have Undertaken on this Project: We presented the project on 3/13/2024 to the West Central Neighborhood Council and received unilateral support and enthusiasm. We will present our request for TIF funds, specifically, at the next council meeting: 10/8/25.

SUPPLEMENTARY QUESTIONS:

Please attach a sheet or sheets answering the following general questions to the best of your knowledge and understanding. These questions, while general in nature, will help the Neighborhood Project Advisory Committee understand your project's value, needs, and contribution to the community and your project's relationship to the TIF's intended purpose.

1. Describe the problem, challenge, and/or opportunity your project is hoping to address.
2. Describe why TIF funds are essential/needed for this project.
3. Describe the end users and/or customers of your project. Who will be impacted by your project (positively as well as negatively) and how.
4. How might your project affect the health and safety of the neighborhood and the wider community?
5. Describe the short- and long-term economic benefits of your project, including any benefits to the immediate neighborhood as well as the larger community surrounding your project. Please submit documentation if any exists.
6. Describe how your project might benefit the surrounding neighborhood in other ways. Topics to consider are historic preservation, arts and creative outlets, job creation, affordable housing, infill (development in vacant lots, dilapidated properties), recreational access or amenities, and transportation safety or connectivity.
7. How does your project relate to the City's Comprehensive Plan? Identify any concepts in the Comprehensive Plan that relate to your project, including any goals or policies related to your project. (see www.shapingspokane.org)
8. Please attach any relevant site plans or drawings for your proposed project, preferably showing which improvements are to be TIF-funded.

SUBMITTED BY:

Name (PRINT): Jolly Ghebreab

Signature: _____ Date: 09/26/2025

☐ Applicant ☒ Property Owner ☐ Property Purchaser ☐ Agent

DRAFT

SUPPLEMENTARY QUESTIONS

1. Describe the problem, challenge, and/or opportunity your project is hoping to address.

Slightly west of downtown and the only neighborhood to be surrounded by the Spokane River, West Central was once a thriving middle-class suburb with a deep sense of place. Home to notable landmarks such as the old Natatorium Park and the County Courthouse, residents were served by many small shops within the neighborhood and were connected to the rest of the city via trolly car. However, the area has seen economic decline, property neglect, and social challenges since the 1970's. Over the years, many properties fell into disrepair and crime, poverty, and infrastructure issues became more pronounced.

Earlier efforts to convert historic properties into small multifamily homes now provide much needed affordable housing to many of Spokane's poorer residents. In recent history, single family zoning regulations prevented additional small businesses from establishing themselves. As a result, the neighborhood lacks amenities within walking distance. Development in the southern portion of the neighborhood (Kendall Yards) has led to improvements, but also raises concerns about gentrification, which now threatens the diversity and fabric of the neighborhood.

Despite the disrepair and recent grim history, the community's strength lies in its diversity (both socioeconomic and cultural) and numerous community assets. These include multiple faith-based communities, a community center, a healthcare facility, a performance space, a large garden, several commercial storefronts, and the resilient spirit its residents. The people who call West Central home are the people who keep our city thriving and diverse: service providers, retail workers, nonprofit organizers, teachers, artists, pastors, entrepreneurs, retirees, disabled, veterans, families, homeowners, and renters. The homes are a mixture of historic and modern; rehabbed and dilapidated.

There is a notable divide between the amenities and identities between Kendall Yards and West Central residents. This divide highlights the following three challenges in the neighborhood:

Challenge 1: Equitable access to healthy nutrition

The retail and commercial offerings in Kendall Yards have developed to serve the wealthier citizens in the community. Many poorer residents still rely on neighborhood retailers who are easy to walk to for inexpensive supplies. Nutritious food options are limited. In addition

SUPPLEMENTARY QUESTIONS

to the two convenience stores, retail options are: breweries/bars, an ice cream shop, and a bakery. There is no true grocery store.

Solution: The owners of the two primary stores that serve citizens in West Central have heard the call for a healthier product at a site that feels safe for families and individuals to access (i.e. NOT a 24/7 convenience store vibe).

Challenge 2: Laundry and Sanitation

West Central is comprised of both homeowners and renters who live with aging infrastructure and old buildings in various states of disrepair. Many small, converted homes do not have laundry facilities for tenants.

Moreover, many people who are housing insecure in West Central do not have an easy way to keep clean. The ability to wash one's clothes has important outcomes to health, employment, and psychological well-being.

Solution: These local business owners have built a laundromat across the street from the new grocery store. The closest laundromat is in the north part of West Central on Ash and Nora on a busy, car-oriented street. The new laundromat at Broadway & Nettleton is in the heart of the neighborhood, next to a food bank, and directly in front of a bus stop that connects the neighborhood to downtown. Parking is also available onsite. The establishment is extremely accessible to the diverse needs of the community.

Challenge 3: Uniting Kendall Yards and West Central under the shared identity of "neighbors".

There is a psychological divide between the two neighborhoods that is exacerbated by the challenges of physical connectivity. The expensive, new construction homes of Kendall Yards are a stark contrast to the historic and oft dilapidated homes in the rest of West Central that encompass a greater socioeconomic range. The infrastructure reflects this divide: there are only two intersections that connect the neighborhoods. Broadway Foods and the Laundromat are located on one of them.

In numerous ways, Kendall Yards has been an enormous benefit to the WC area of the city. However, it has also been a factor in speeding up gentrification and property speculation in the WC neighborhood.

Jolly Mart and Bongs are two well-established convenience stores in the center of West Central. The owners work behind the counter regularly and have built trusted relationships

SUPPLEMENTARY QUESTIONS

with the area's residents and are well-situated to understand the day-to-day struggles of the community. In response to deep listening, they are building a laundromat and grocery store at the Nettleton-Broadway intersection where the old Broadway Foods used to exist. This intersection is a unique opportunity for commercial/retail that serves BOTH neighborhoods. It offers an opportunity to bridge the physical and psychological divide by providing common amenities and a space for community gathering.

2. Describe why TIF funds are essential/needed for this project.

The two businesses can only be built if the required offsite infrastructure improvements are installed for both corners of the intersection. The project developers are small business owners with a long history of serving West Central and a track record of listening to the neighborhood. They are constantly seeking ways to leverage their investments for additional benefit to the community. The improvements are costly, and every dollar saved on infrastructure results in improved amenities for the neighborhood. Furthermore, using TIF funds in this project is an opportunity to showcase the TIF's goals of catalyzing economic development in an area that is the lynchpin between Kendall Yards and greater West Central.

3. Describe the end users and/or customers of your project. Who will be impacted by your project (positively as well as negatively) and how.

Broadway Foods will serve residents in both neighborhoods (Kendall Yards and West Central) with necessary grocery items, produce, and hot foods, as well as provide a seating area where residents can linger and mingle. The other grocery offerings are Bongs and Jolly Mart (West Central), which are in the style of "convenience stores", or My Fresh Basket (Kendall Yards). The current convenience stores are not set up for a robust produce line or ready-made fresh food, and the owners have noted that the style of the stores and merchandise selection serve as a deterrent to families. My Fresh Basket, a full-service grocery store with a deli, is an excellent amenity for residents in Kendall Yards and downtown, but it is too expensive for most residents in West Central. Broadway Foods seeks to provide a "middle option"- affordable, accessible, and healthy for all residents and their families.

Assuming that Kendall Yards homes are equipped with laundry amenities, the Laundromat will likely serve more WC residents and those who need larger machines to wash bedding,

sleeping bags, etc. The laundromat shares an alley with a local food bank and could be a helpful resource for the people they serve.

The laundromat was recently a vacant lot, while the lot across the street was home to the old Broadway Foods building which was vacant and boarded up. Vacant and dilapidated properties are known to attract nuisance activity; the reactivated spaces will encourage community traffic and discourage vandalism or other clandestine behavior. As these corners attract business, increased foot and car traffic may impact direct neighbors, but the owners have already worked to build relationships with those residing around the new development, and there is generally positive feedback.

4. How might your project affect the health and safety of the neighborhood and the wider community?

This project has positive, direct impacts to the health and safety of the neighborhood:

- **Time and Money Savings:** New, accessible services reduce household time and cost to travel outside of the neighborhood, providing concrete monetary and time savings, especially for low-income households.
- **Nutrition and Food Justice:** The grocery store will provide quality, fresh food items in an area that lacks this amenity. Moreover, it serves residents without requiring access to a car to drive to the store.
- **Services and Sanitation**: The laundromat will provide a local amenity to residents, particularly those who are low-income or housing insecure, so that they can be clean. Easy access to sanitation amenities has especially positive impacts on marginalized and/or poor communities' health and employment outcomes.
- **Jobs and Youth Development:** New businesses in the neighborhood also mean new job opportunities for residents, including youth, that results in immediate wage recirculation locally. West Central and Kendall Yards already have programs that invest in youth development (River City Youth, Spark Central). Local entry-level job opportunities for young people teach skills like customer service, money handling, and responsibility which improve employability.
- **Revitalize Blight:** These blocks were recently vacant and dull; the new businesses will be frequented by neighbors and workers, providing active, positive engagement with and regular maintenance to the area.

SUPPLEMENTARY QUESTIONS

- **Accessibility and Safety**. West Central has struggled with walkability and traffic safety, especially along arterials. Providing amenities within walking distance with enhanced sidewalks, better crosswalks, bike parking, and bus stop amenities around the site will enhance overall connectivity and safety.
- **Community Identity:** Positive health outcomes are linked to a strong sense of community. Gathering spaces like laundromats and local shops often become informal social hubs, strengthening neighborhood ties that support safety and collaboration.

5. Describe the short- and long-term economic benefits of your project, including any benefits to the immediate neighborhood as well as the larger community surrounding your project. Please submit documentation if any exists.

In the short term, the project generates jobs, boosts local spending, and reduces household costs. Cashiers, stock clerks, and laundry attendants provide new employment opportunities for neighborhood residents. Staff are likely to live nearby, meaning much of their income stays within the neighborhood economy. Residents save time and money by accessing groceries and laundry within walking distance, lowering transportation expenses and freeing up income for other uses.

In the long term, the reactivation of this corner creates a resilient neighborhood economy with ripple effects that strengthen the larger community—through better employment, improved property values, healthier residents, and more equitable access to essential services. Moreover, investment often begets more investment. Demonstrating that a small business cluster thrives can draw interest from financial institutions, housing developers, and additional businesses.

For the immediate neighborhood this looks like a stable employment base, increased property values, and neighborhood vitality as access to amenities like groceries and laundry facilities makes the area more desirable, boosting real estate values and local tax revenues.

These businesses can also be an “anchor” for other small businesses. Many case studies in neighborhood revitalization show that, once foot traffic increases, other enterprises (cafés, barbershops, childcare providers) often open nearby, creating a “neighborhood hub.” Finally, the immediate neighborhood may see a stronger local spending loop as

SUPPLEMENTARY QUESTIONS

residents spend more within walking distance rather than taking money out of the community by shopping further away.

The economic benefits to the larger community include:

- An economic multiplier effect where wages, profits, and local supply purchases circulate beyond the immediate block, supporting regional farmers, distributors, and service providers.
- Reduced transportation burden as lower car usage means fewer traffic-related costs to the city (wear on roads, parking demand) and potentially lower emissions.
- Food access and equity improvements: Grocery stores in underserved areas help address food deserts, improving long-term health outcomes that reduce public healthcare costs.

6. Describe how your project might benefit the surrounding neighborhood in other ways. Topics to consider are historic preservation, arts and creative outlets, job creation, affordable housing, infill (development in vacant lots, dilapidated properties), recreational access or amenities, and transportation safety or connectivity.

A neighborhood grocery and laundromat aren't just services—they're social infrastructure. They preserve culture, nurture creativity, provide dignity in everyday routines, and knit together housing, recreation, and mobility in ways that elevate quality of life across all socioeconomic groups. For West Central, these amenities can knit together arts, housing, transportation, and recreation in a way that builds pride and stability without displacing long-term residents. There are profound opportunities to partner with current neighborhood assets- other businesses, youth organizations, and community groups- to amplify their impact. In this way, these businesses become both practical amenities and symbolic investments in the neighborhood's future.

- **"Third-Space":** A small grocery or laundromat often doubles as an informal "third space" where community art can be displayed—murals, rotating exhibits, youth art projects, or cultural storytelling. Laundromats, in particular, can provide waiting time—an opportunity for creative programming like book swaps, art workshops, or music nights. Public art around the building (murals,

SUPPLEMENTARY QUESTIONS

sculptures, mosaics) can beautify the streetscape and deter vandalism, and the project owners are already in discussion about mural opportunities for the buildings.

- **Work-Life Balance:** Beyond income, local jobs provide stability and reduce the need for long commutes, strengthening work–life balance. Many West Central residents rely on public transit or walking; a neighborhood-based job cuts down commuting barriers. Moreover, local hiring fosters pride and makes the grocery and laundromat feel like "our place" rather than an outside business imposed on the neighborhood.
- **Supports Affordable Housing:** These businesses also support affordable housing. Neighborhood amenities like groceries and laundromats make existing affordable housing more viable and attractive by reducing "amenity deserts." West Central is one of Spokane's lower-income neighborhoods, with significant numbers of renters. Proximity to daily necessities means households without cars save money and stress, making housing affordability stretch further.
- **Resilient Community:** Filling a vacant or blighted property with a community-serving use reduces crime and increases safety. West Central still has vacant lots and dilapidated properties. Repurposing them with community-serving businesses strengthens the neighborhood's fabric. Infill reduces the "gaps" along pedestrian corridors, making streets feel safer and more inviting to walk, and it sets a precedent for small-scale, incremental growth rather than large, gentrifying projects.
- **Recreational amenities:** By anchoring foot traffic, the development can support nearby parks, trails, and community centers, which are numerous in Kendall Yards and West Central.
- **Transportation**: By anchoring everyday needs locally and within walking distance, the project strengthens the argument for improved transit service and multimodal infrastructure throughout the neighborhood, benefiting the whole neighborhood.

7. How does your project relate to the City's Comprehensive Plan? Identify any concepts in the Comprehensive Plan that relate to your project, including any goals or policies related to your project. (see www.shapingspokane.org)

SUPPLEMENTARY QUESTIONS

A small neighborhood grocery and laundromat in West Central strongly align with Spokane's Comprehensive Plan goals — especially policies in Chapter 11 for complete neighborhoods, neighborhood-serving commercial uses, improved transportation access, and equity/anti-displacement — and it can leverage neighborhood planning processes and local infrastructure programs. The Plan promotes multimodal access (walking, biking, transit), and both the laundry and grocery are located along Bus 21. This increases mobility equity and reduces car dependence, matching City priorities.

This project furthers the vision and priorities of Chapter 11 for Neighborhoods in Comprehensive Plan including:

- N 2.2 Neighborhood Centers - Develop neighborhoods that enable citizens to live, work, shop, socialize, and receive other essential services within their neighborhood.
- N 2.3 Special Needs Ensure that neighborhood-based services are available for special needs and located in proximity to public transit routes in order to be accessible to local residents.
- N 2.4 Neighborhood Improvement Encourage revitalization and improvement programs to conserve and upgrade existing properties and buildings.
- N 4.5 Multimodal Transportation Promote a variety of transportation options to reduce automobile dependency and neighborhood traffic. N 4.6 Pedestrian and Bicycle Connections Establish a continuous pedestrian and bicycle network within and between all neighborhoods.

The project supports additional policies in Chapter 4 (Transportation) for neighborhood accessibility, Chapter 7 (Economic Development) as it relates to small business as well as Chapter 8 (Urban Design), and Chapter 10 (Social Health). Applicable policies include:

- TR 7 Neighborhood Access Require developments to have open, accessible, internal multi-modal transportation connections to adjacent properties and streets on all sides.
- DP 2.12 Infill Development - Encourage infill construction and area redevelopment that complement and reinforce positive commercial and residential character.
- SH 4.1 Universal Accessibility - Ensure that neighborhood facilities and programs are universally accessible.

SUPPLEMENTARY QUESTIONS

- SH 8.3 Access to Fresh Produce - Develop incentive programs to encourage convenience stores – especially those located in areas with limited access to full-service grocery stores, to carry fresh produce.
- ED 3.5 Locally-Owned Businesses - Support opportunities to expand and increase the number of locally-owned businesses in Spokane.
- ED 3.6 Small Businesses - Recognize the significant contributions of small businesses to the city's economy and seek to enhance small business opportunities.
- ED 6.1 Infrastructure Projects - Promote infrastructure projects that enhance the city's quality of life and business climate.

8. Please attach any relevant site plans or drawings for your proposed project, preferably showing which improvements are to be TIF-funded.

Attachments:

- Site plans and landscaping with markups for Broadway Foods and Laundromat
- Offsites Costs (TIF-applicable)
- Invoice supporting documentation
- Letters of support from neighbors

Offsites

Work Performed	Broadway Foods	Laundromat	Total	Notes
Remove existing sidewalk & install new concrete w/prep and compa	$21,700	$23,000	$44,700	
Remove existing curb & install new concrete	$11,950	$11,500	$23,450	
Export all extra dirt (50% city)	$9,000	$0	$9,000	
New concrete driveway	$5,500	$4,500	$10,000	
5 Tie in new 4" domestic water	$9,000	$0	$9,000	This is all City-owned
Install water services		$12,000	$12,000	This is all City-owned
Prep & Install asphalt in alley	$12,000	$12,000	$24,000	Need CO for Laundromat - Jolly is working with contractor to get this
Replace and relocate Avista poles from center of sidewalks		$21,794	$21,794	
City Tree Permit	$375	$375	$750	
Street Trees (arborist)	$3,750	$3,750	$7,500	need invoice - Jolly is getting from landscaper
Landscaping - Labor & Materials	$4,100	$3,400	$7,500	
Asphalt Improvements over connections	$1,300	$3,200	$4,500	Need amounts for this
Parking Signage	$520		$520	
Total	**$79,195**	**$95,519**	**$174,714**	

Invoice

Avista Pole relocation	x	
Broadway Foods and Laundry Offsite Trees permit	x	
Broadway Foods & Laundromat site costs	x	
Broadway Signage invoice	x	
Street trees & landscaping - Broadway Foods	x	*Confirming these are only offsite costs*
Street Trees & landscaping - Laundromat	x	*Confirming these are only offsite costs*

Gmail

Jill Yotz <jillyotz@gmail.com>

Support for Jolly to Receive Available TIF Funds

1 message

Katie Salisbury <ksalisbu@gmail.com> Mon, Sep 29, 2025 at 9:52 PM
To: jillyotz@gmail.com
Cc: James Halttunen <jhalttun@gmail.com>

Hello Jill,

Nice meeting you at Emily's barbecue on Saturday!

Thank you for your work to support Jolly Ghebreab and his business ventures in the neighborhood. Emily mentioned that you are collecting letters of support for some TIF funds being able to go to infrastructure near his businesses. We're not sure if this is exactly what you're looking for, but we just want to voice our gratitude for Jolly and his work to provide high quality, affordable, fresh food in the neighborhood. We go to Jolly Mart multiple times per week for last-minute staples or treats, and they almost always have what we need. Our daughter has recently taken pride in being able to do these trips herself, but the only thing that gives us pause about this is her needing to navigate traffic to get there. Any sort of infrastructure improvements that make his businesses more accessible and safe for community members to get to is a public good, in addition to improving walkability and safety more generally. We think that a flashing crosswalk at Nettleton and Broadway is a great idea, and we would also support improvements across Boone at Chestnut.

Take care,
Katie and James

September 29, 2025

To the NPAC:

I am writing this letter in support of Jolly Ghebreab to receive reimbursement funds from the West Quadrant TIF.

I'm a resident of the neighborhood (I live at 1838 W Gardner) and I'm the pastor of the West Central Abbey on the corner of Elm and Dean. My congregation has been involved in numerous efforts to make the West Quadrant TIF more responsive to the actual needs of West Central. We led a successful campaign in 2019 to change Washington state law so that affordable housing could be an allowable use of TIF funds. We have also been involved in efforts over the years at the city level to have the TIF extended and expanded.

Jolly invests in West Central because he cares deeply about our neighborhood. Unlike other developers who have projects all over town, Jolly chooses to invest in West Central, despite the challenges. He hires neighborhood residents. He has even worked to find his employees housing when they were in danger of losing it. When residents said they wanted a laundromat, he changed his plans to incorporate what our neighborhood needs. Without Bong's and Jollymart, West Central would be entirely reliant on My Fresh Basket for groceries, a business that is far too expensive for most of our residents. The new Broadway Foods that he is bringing to life is exactly what our neighborhood needs.

If Jolly had a large staff, like other developers, perhaps he would have known to ask about the TIF in advance, but that's not his situation. Instead, when he went to go get the required permits, and was given a list of infrastructure improvements he'd need to make, he simply took on the cost of doing those things. As someone who has personally spent a great deal of time and effort to make the TIF work better for West Central, I cannot think of a better recipient of TIF funds than Jolly Ghebreab.

I hope the NPAC does the right thing in this situation and recommends full reimbursement from the TIF to Jolly for the infrastructure improvements he's made on the corner of Broadway and Nettleton.

Sincerely,

Rev. Katy Shedlock

September 30, 2025

Neighborhood Project Advisory Committee (NPAC)
City of Spokane

Dear Members of the NPAC,

I am writing as both a neighbor in West Central and as the Executive Director of River City Youth to express my strong support for using West Quadrant Tax Increment Finance (WQTIF) funds to install a flashing pedestrian crosswalk in front of the new Broadway Foods at Broadway Avenue and Nettleton Street, as well as to provide reimbursement for the sidewalk and greenscape improvements already completed at that site.

Broadway Foods, owned by Jolly Ghebreab, is a vital addition to our neighborhood. Jollys' investment in reopening this corner store brings much-needed food access to West Central residents, many of whom walk, bike, or rely on transit to reach their daily needs. The upgrades he has already made to the property (including new sidewalks, trees, and landscaping) improve the streetscape and set a high standard for neighborhood business investment. Supporting reimbursement for those improvements would recognize this private commitment while encouraging future investment in our community.

Equally important is the installation of a flashing crosswalk at this busy intersection. As a neighbor, I know how difficult and unsafe it can be for pedestrians to cross Broadway in this area. As the leader of River City Youth, I also know how much our young people would benefit from safer access. Many of the youth we serve travel by foot or bike through this corridor. A pedestrian-activated signal would ensure their safety and promote walkability, equity, and access to essential services for all residents.

The WQTIF was designed to support infrastructure improvements that strengthen neighborhoods. This project represents an ideal use of those funds: it directly improves safety, leverages private investment, and ensures that critical community assets are accessible to everyone.

Thank you for considering this request and for your continued work to make West Central a safer, healthier, and more connected neighborhood. I urge you to prioritize this project in upcoming funding decisions.

Sincerely,

Kate Burke
Executive Director, River City Youth
West Central Neighbor
kate@rcyouth.org

Jun 19, 2024 7:44:57 AM

Job Location: 2229 W BROADWAY AVE

General Construction Agreement #: 56365

Dear Customer,

Enclosed are two copies of Avista's General Service Agreement for the above referenced property – one labeled "Avista Original" and the other, "Customer Copy".

After you have carefully reviewed all documents, please sign and date the documents where indicated, and return the Avista Original and your money order, personal check, or cashier's check in the amount of $21,794.80, if you have been notified that an up-front payment is required, in the envelope provided. Avista will schedule your job as soon as feasible pending:

1. Completion of all customer onsite work and/or other obligations,
2. Avista's receipt of its copy of the signed Agreement,
3. If applicable, any required payment.

If you prefer to remit your payment via credit card, please be advised that an additional processing fee will apply. Please contact an Avista Customer Service Representative at 1-800-727-9170 extension 4717 for additional information.

If you request a copy of the fully executed Agreement one will be sent to you.

Please feel free to contact me if you have any questions regarding this matter or if I can be of any further assistance.

Sincerely,

Todd Harmon

Spokane - Electric
PO BOX 3727 MSC-46 Spokane, WA 99220-3727
Phone: 509-495-4493
Cell:
Email: Todd.Harmon@avistacorp.com

Avista Corp.
East 1411 Mission Ave.
Spokane, WA 99202

CUSTOMER COPY

General Construction Agreement

General Construction Agreement Date: Jun 19, 2024
Work Order # 1032325331

Expiration Date: Dec 19, 2024 12:00:00 AM
Agreement No.: 56365

This General Construction Agreement ("Agreement") is entered into between Avista Corporation, a Washington corporation ("Avista"), and the Requestor identified in Exhibit A, ("Requestor") (sometimes, individually, a "Party", and collectively, the "Parties").

Background and Purpose

Requestor wishes to have Avista perform the work described in the attached Exhibit A (collectively, the "Work") on or adjacent to property identified above (the "Property"). The purpose of this Agreement is to set forth the scope and terms and conditions under which Avista will perform the Work, together with the respective obligations of the Parties.

Therefore, the Parties agree as follows:

Section 1 Scope of Work

1.1 Avista will perform the Work described above and in the attached Exhibit A. The Work will be performed in accordance with Avista's standards, as modified from time to time, as well as applicable law and, to the extent applicable, Avista's Tariffs, as on file with the applicable state utilities commission

1.2 Avista will make every reasonable effort to commence the Work within thirty (30) days of execution of this Agreement and receipt of any monies owed in advance; provided, however, that Avista will not commence the Work until Requestor has complied with all requirements of this Agreement. Requestor acknowledges that the timing of the Work is dependent on Avista's ability to schedule the same, and that completion of the Work may be delayed by conditions encountered in the course of the Work. Avista shall not be liable for any costs associated with delays in either the commencement or the completion of the Work.

1.3 Unless otherwise agreed to in writing, Avista shall retain ownership of any facilities that are installed by Avista, on the Property and upstream from the Requestor's Point of Service, as that term is defined in Avista's Tariffs ("Avista Facilities").

Section 2 Compensation

2.1 Where a fixed charge is applicable, Requestor shall be responsible for the fixed charge as set forth in the attached Exhibit A. In all other instances, Requestor shall be responsible for Avista's actual costs associated with performing the Work. An estimate of those costs is reflected in the attached Exhibit A. Requestor acknowledges that Avista's actual costs may vary depending on conditions encountered during the course of the Work. In all cases, Requestor shall be responsible for all costs incurred in excess of Avista's original estimate.

2.2 Requestor shall remit payment for the estimated cost of the Work, as reflected in the attached Exhibit 'A', prior to Avista's commencement the Work. Requestor shall remit payment for any additional costs within thirty (30) days of their receipt of an invoice from Avista for the same.

2.3 Pre-Construction Obligations

2.3.1 In addition to the estimated cost of the Work, Requestor may be responsible for certain pre-construction obligations. Such pre-construction obligations may include, but are not limited to, trenching and final compaction. In the event Requestor is responsible for such pre-construction obligations, such cost responsibilities will be described in Exhibit A, attached hereto.

2.3.2 If identified in Exhibit A, Requestor shall be required to provide all trenching, conduit, backfill, and padding as required to Avista specifications. At Avista's sole option, conduit may be provided by Avista. The location of said trenching shall be the responsibility of Requestor. To ensure the proper location of easements, prior to the commencement of the Work, Requestor shall certify that all utility trenching is located within the areas agreed upon by the parties.

2.3.3 Any work described in this Section or in Exhibit A and performed by Requestor, or a third party on behalf of Requestor, must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.

Section 3 Term of Agreement

This Agreement shall remain in effect until the Work has been completed, and Requestor has remitted payment in full for Avista's actual costs incurred.

Section 4 Requestor's Responsibilities

4.1 By signing this Agreement, Requestor authorizes Avista to proceed with any work necessary on the Property to accomplish the Work, and represents and warrants that they have fully authority to grant such authorization. This authorization includes, without limitation, the right to remove or otherwise disturb improvements on the Property, including lawns, shrubs, landscaping, driveways and sidewalks, for the purpose of the Work, and without any obligation to restore or reimburse Requestor for any resulting damages.

4.2 Requestor acknowledges that, in the event Requestor requests that Avista perform the Work during adverse ground/construction conditions ("Adverse Conditions"), including, without limitation, ice, water, mud or frozen ground due to winter weather, Requestor will be responsible for the repair of landscaping and/or other additional costs resulting from the performance of the Work during such Adverse Conditions.

4.3 Requestor acknowledges and understands that they are responsible for any damage to underground facilities that are not exposed by Requestor, including, but not limited to, sprinkler systems, sewer lines or other underground piping or wiring.

4.4 Requestor acknowledges that additional charges may apply in the event Avista is required to excavate in, drill through, or otherwise address rocky soil conditions.

4.5 Requestor is required to notify Avista in any instance where Requestor determines that construction or improvements on the Property may encroach on, or cross over, any Avista Facilities installed on the Property prior to commencing said activities. All costs related to subsequent relocation of any Avista Facilities necessitated by such encroachment shall be at Requestor's sole cost.

Section 5 Underground Locates

Prior to performing any required excavating work in relation to this Agreement, Avista and/or Requestor shall utilize the state-mandated one-call service to mark the location of other entities' underground utilities locations on the Property. When this Section is applicable to Avista, Avista will notify Requestor in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements on the Property. However, Requestor is responsible for identifying or exposing any underground facilities not located by Avista prior to Avista performing the Work. In the event Requestor fails to identify or expose any underground facilities, Requestor will be solely responsible for any damage caused to such facilities, including, but not limited to, the cost to repair such facilities.

Section 6 Easements and Access to Property

Requestor grants Avista a perpetual right of ingress, egress and access over and across the Property to perform the Work, and to install, operate, inspect, replace and maintain any Avista Facilities installed as part of the Work. Upon request by Avista, Requestor shall grant, convey and warrant to Avista a perpetual, non-exclusive easement on, over, under, along and across the Property that ensures Avista's right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and said facilities and all related appurtenances. Such easement shall be in a form satisfactory to Avista and at no cost to Avista. In the event Avista is required to secure any additional easements or permits in order to install or maintain Avista Facilities installed pursuant to this Agreement, Requestor shall reimburse Avista for the actual costs applicable for securing such easements and permits. Requestor represents and warrants that they have full authority to make the commitments provided for in this Section.

Section 7 Mutual Indemnification

Each Party shall indemnify and defend the other Party, their directors, officers, employees and agents (collectively, "Indemnitees") from all claims, demands, suits losses, costs, and damages of every kind or nature, including attorney's fees (collectively, a "Loss") resulting from, arising out of, or in any way connected with any willful misconduct or negligence by the indemnifying Party. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion that their respective negligence bears to the total negligence causing the Loss.

Section 8 Party Representatives and Notices

8.1 Party Representatives

8.1.1 Avista's Construction Representative, identified in Exhibit A, will be the point of contact for Avista in all matters requiring Avista's approval, acceptance, authorization and/or notice under this Agreement.

8.1.2 Requestor's Representative, identified in Exhibit A, will be the point of contact for Requestor in all matters requiring Requestor's approval, acceptance, authorization and/or notice under this Agreement.

8.2 Notices to the Parties

8.2.1 All notices, demands, requests, or other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth in Exhibit A. Such notices, demands, requests and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.

8.2.2 Either Party may change its address, designated Representative, or other point-of-contact or delegate by providing written notice to the other Party as set forth above.

Section 9 Miscellaneous Provisions

9.1 Natural Gas and/or Electric Service: Any receipt and use of natural gas or electric service in connection with this Agreement shall be expressly conditioned upon, and subject to, all applicable Tariffs, as on file with the applicable state commission.

9.2 Entire Agreement. This is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.

9.3 Assignment by Requestor. Requestor shall not assign this Agreement, or any right or interest contained herein, without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such assignment, with or without Avista's prior written consent, will relieve Requestor from its responsibilities under this Agreement.

CUSTOMER COPY

9.4 Survival. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement will survive the completion, termination or cancellation of this Agreement.

9.5 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.6 Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.

9.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to this Agreement.

9.8 Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under the Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

9.9 Negotiation of Agreement. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.

9.10 Governing Law, Venue and Attorney's Fees. This Agreement will be construed and interpreted in accordance with the laws of the State in which the Property is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

9.11 Effectiveness. This Agreement is effective on the date of the last signature below.

9.12 Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # _____ Or Other: _____
Amount 21,794.80
Previous Extension #:

Avista Corporation	**Customer:**
Todd Harmon	
Signature	Signature
Todd Harmon	
Printed Name	Printed Name
Customer Project Coordinator	
Job Title	Job Title
Date: 6/19/24	Date: _____

Agreement # 56365

I. CUSTOMER INFORMATION

CUSTOMER, who is a(n): OWNER

Name: _____
Mailing Address: _____
, _____
Phone Number: _____

II. JOB INFORMATION

LOCATED AT: 2229 W BROADWAY AVE

Name of Plat: _____

or Legal Description: _____

or Location: SPOKANE

Construction contribution Scale _____

III. COST INFORMATION

EXCEPTIONAL COST	Length	Rate Per Ft	Fixed Rate	Allowance	Totals
EXCEPTIONAL COSTMisc - See Note 2	0	$0.00	$21,794.80	($0.00)	$21,794.80
EXCEPTIONAL COST - Total					**$21,794.80**

Total Construction Costs: 21,794.80
Total Credits:
Net Customer Cost: 21,794.80

These costs are effective through Dec 19, 2024 12:00:00 AM , provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 151 is Maxrefund.

IV. SPECIAL PROVISIONS

Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.

1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

V. EXCEPTIONS

COST TO REPLACE (3) POLES WITH TALLER POLES TO CREATE CLEARANCE FROM NEW BUILDING.
General Construction Agreement #: 56365

Avista Corp.
East 1411 Mission Ave.
Spokane, WA 99202

AVISTA COPY

General Construction Agreement

General Construction Agreement Date: Jun 19, 2024
Work Order # 1032325331

Expiration Date: Dec 19, 2024 12:00:00 AM
Agreement No.: 56365

This General Construction Agreement ("Agreement") is entered into between Avista Corporation, a Washington corporation ("Avista"), and the Requestor identified in Exhibit A, ("Requestor") (sometimes, individually, a "Party", and collectively, the "Parties").

Background and Purpose

Requestor wishes to have Avista perform the work described in the attached Exhibit A (collectively, the "Work") on or adjacent to property identified above (the "Property"). The purpose of this Agreement is to set forth the scope and terms and conditions under which Avista will perform the Work, together with the respective obligations of the Parties.

Therefore, the Parties agree as follows:

Section 1 Scope of Work

1.1 Avista will perform the Work described above and in the attached Exhibit A. The Work will be performed in accordance with Avista's standards, as modified from time to time, as well as applicable law and, to the extent applicable, Avista's Tariffs, as on file with the applicable state utilities commission

1.2 Avista will make every reasonable effort to commence the Work within thirty (30) days of execution of this Agreement and receipt of any monies owed in advance; provided, however, that Avista will not commence the Work until Requestor has complied with all requirements of this Agreement. Requestor acknowledges that the timing of the Work is dependent on Avista's ability to schedule the same, and that completion of the Work may be delayed by conditions encountered in the course of the Work. Avista shall not be liable for any costs associated with delays in either the commencement or the completion of the Work.

1.3 Unless otherwise agreed to in writing, Avista shall retain ownership of any facilities that are installed by Avista, on the Property and upstream from the Requestor's Point of Service, as that term is defined in Avista's Tariffs ("Avista Facilities").

Section 2 Compensation

2.1 Where a fixed charge is applicable, Requestor shall be responsible for the fixed charge as set forth in the attached Exhibit A. In all other instances, Requestor shall be responsible for Avista's actual costs associated with performing the Work. An estimate of those costs is reflected in the attached Exhibit A. Requestor acknowledges that Avista's actual costs may vary depending on conditions encountered during the course of the Work. In all cases, Requestor shall be responsible for all costs incurred in excess of Avista's original estimate.

2.2 Requestor shall remit payment for the estimated cost of the Work, as reflected in the attached Exhibit 'A', prior to Avista's commencement the Work. Requestor shall remit payment for any additional costs within thirty (30) days of their receipt of an invoice from Avista for the same.

2.3 Pre-Construction Obligations

2.3.1 In addition to the estimated cost of the Work, Requestor may be responsible for certain pre-construction obligations. Such pre-construction obligations may include, but are not limited to, trenching and final compaction. In the event Requestor is responsible for such pre-construction obligations, such cost responsibilities will be described in Exhibit A, attached hereto.

2.3.2 If identified in Exhibit A, Requestor shall be required to provide all trenching, conduit, backfill, and padding as required to Avista specifications. At Avista's sole option, conduit may be provided by Avista. The location of said trenching shall be the responsibility of Requestor. To ensure the proper location of easements, prior to the commencement of the Work, Requestor shall certify that all utility trenching is located within the areas agreed upon by the parties.

2.3.3 Any work described in this Section or in Exhibit A and performed by Requestor, or a third party on behalf of Requestor, must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.

Section 3 Term of Agreement

This Agreement shall remain in effect until the Work has been completed, and Requestor has remitted payment in full for Avista's actual costs incurred.

Section 4 Requestor's Responsibilities

4.1 By signing this Agreement, Requestor authorizes Avista to proceed with any work necessary on the Property to accomplish the Work, and represents and warrants that they have fully authority to grant such authorization. This authorization includes, without limitation, the right to remove or otherwise disturb improvements on the Property, including lawns, shrubs, landscaping, driveways and sidewalks, for the purpose of the Work, and without any obligation to restore or reimburse Requestor for any resulting damages.

4.2 Requestor acknowledges that, in the event Requestor requests that Avista perform the Work during adverse ground/construction conditions ("Adverse Conditions"), including, without limitation, ice, water, mud or frozen ground due to winter weather, Requestor will be responsible for the repair of landscaping and/or other additional costs resulting from the performance of the Work during such Adverse Conditions.

4.3 Requestor acknowledges and understands that they are responsible for any damage to underground facilities that are not exposed by Requestor, including, but not limited to, sprinkler systems, sewer lines or other underground piping or wiring.

4.4 Requestor acknowledges that additional charges may apply in the event Avista is required to excavate in, drill through, or otherwise address rocky soil conditions.

4.5 Requestor is required to notify Avista in any instance where Requestor determines that construction or improvements on the Property may encroach on, or cross over, any Avista Facilities installed on the Property prior to commencing said activities. All costs related to subsequent relocation of any Avista Facilities necessitated by such encroachment shall be at Requestor's sole cost.

Section 5 Underground Locates

Prior to performing any required excavating work in relation to this Agreement, Avista and/or Requestor shall utilize the state-mandated one-call service to mark the location of other entities' underground utilities locations on the Property. When this Section is applicable to Avista, Avista will notify Requestor in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements on the Property. However, Requestor is responsible for identifying or exposing any underground facilities not located by Avista prior to Avista performing the Work. In the event Requestor fails to identify or expose any underground facilities, Requestor will be solely responsible for any damage caused to such facilities, including, but not limited to, the cost to repair such facilities.

Section 6 Easements and Access to Property

Requestor grants Avista a perpetual right of ingress, egress and access over and across the Property to perform the Work, and to install, operate, inspect, replace and maintain any Avista Facilities installed as part of the Work. Upon request by Avista, Requestor shall grant, convey and warrant to Avista a perpetual, non-exclusive easement on, over, under, along and across the Property that ensures Avista's right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and said facilities and all related appurtenances. Such easement shall be in a form satisfactory to Avista and at no cost to Avista. In the event Avista is required to secure any additional easements or permits in order to install or maintain Avista Facilities installed pursuant to this Agreement, Requestor shall reimburse Avista for the actual costs applicable for securing such easements and permits. Requestor represents and warrants that they have full authority to make the commitments provided for in this Section.

Section 7 Mutual Indemnification

Each Party shall indemnify and defend the other Party, their directors, officers, employees and agents (collectively, "Indemnitees") from all claims, demands, suits losses, costs, and damages of every kind or nature, including attorney's fees (collectively, a "Loss") resulting from, arising out of, or in any way connected with any willful misconduct or negligence by the indemnifying Party. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion that their respective negligence bears to the total negligence causing the Loss.

Section 8 Party Representatives and Notices

8.1 Party Representatives

8.1.1 Avista's Construction Representative, identified in Exhibit A, will be the point of contact for Avista in all matters requiring Avista's approval, acceptance, authorization and/or notice under this Agreement.

8.1.2 Requestor's Representative, identified in Exhibit A, will be the point of contact for Requestor in all matters requiring Requestor's approval, acceptance, authorization and/or notice under this Agreement.

8.2 Notices to the Parties

8.2.1 All notices, demands, requests, or other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth in Exhibit A. Such notices, demands, requests and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.

8.2.2 Either Party may change its address, designated Representative, or other point-of-contact or delegate by providing written notice to the other Party as set forth above.

Section 9 Miscellaneous Provisions

9.1 Natural Gas and/or Electric Service: Any receipt and use of natural gas or electric service in connection with this Agreement shall be expressly conditioned upon, and subject to, all applicable Tariffs, as on file with the applicable state commission.

9.2 Entire Agreement. This is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.

9.3 Assignment by Requestor. Requestor shall not assign this Agreement, or any right or interest contained herein, without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such assignment, with or without Avista's prior written consent, will relieve Requestor from its responsibilities under this Agreement.

Avista Corp.
East 1411 Mission Ave.
Spokane, WA 99202

AVISTA COPY

9.4 Survival. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement will survive the completion, termination or cancellation of this Agreement.

9.5 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.6 Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.

9.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to this Agreement.

9.8 Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under the Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

9.9 Negotiation of Agreement. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.

9.10 Governing Law, Venue and Attorney's Fees. This Agreement will be construed and interpreted in accordance with the laws of the State in which the Property is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

9.11 Effectiveness. This Agreement is effective on the date of the last signature below.

9.12 Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # _____ Or Other: _____
Amount 21,794.80
Previous Extension #:

Avista Corporation	**Customer:**
Todd Harmon	
Signature	Signature
Todd Harmon	
Printed Name	Printed Name
Customer Project Coordinator	
Job Title	Job Title
Date: 6/19/24	Date: _____

Agreement # 56365

I. CUSTOMER INFORMATION

CUSTOMER, who is a(n): OWNER

Name: _____
Mailing Address: _____
_____
Phone Number: _____

II. JOB INFORMATION

LOCATED AT: 2229 W BROADWAY AVE

Name of Plat: _____

or Legal Description: _____

or Location: SPOKANE

Construction contribution Scale _____

III. COST INFORMATION

EXCEPTIONAL COST	Length	Rate Per Ft	Fixed Rate	Allowance	Totals
EXCEPTIONAL COSTMisc - See Note 2	0	$0.00	$21,794.80	($0.00)	$21,794.80
EXCEPTIONAL COST - Total					**$21,794.80**

Total Construction Costs: 21,794.80
Total Credits:
Net Customer Cost: 21,794.80

These costs are effective through Dec 19, 2024 12:00:00 AM , provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 151 is Maxrefund.

IV. SPECIAL PROVISIONS

Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.

1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

V. EXCEPTIONS

COST TO REPLACE (3) POLES WITH TALLER POLES TO CREATE CLEARANCE FROM NEW BUILDING.
General Construction Agreement #: 56365

ESTIMATE

MY Excavation and Construction LLC
4314 W Brown Ln
Cheney, WA 99004

myexcavationandconstruction@gmail.com
+1 (509) 954-6488

EXCAVATION & CONSTRUCTION LLC

→ cost of all the offsite work.

Jolly Ghebreab
Bill to
Jolly Ghebreab
2229 W Broadway Ave
Spokane WA 99201

→ Change order for Alley Asphalt

Ship to
Jolly Ghebreab
2229 W Broadway Ave
Spokane WA 99201

Estimate details
Estimate no.: 1063
Estimate date: 07/25/2023

#	Date	Product or service	Description	SKU	Qty	Rate	Amount
1.		**Sales**	C03 - 2 Remove existing sidewalk		1	$3,200.00	$3,200.00
2.		**Sales**	C03 - 3 Remove existing curb		1	$2,250.00	$2,250.00
3.		**Sales**	C03 - 4 Remove existing concrete curb ramp		1	$750.00	$750.00
4.		**Sales**	C03 - 5 Remove existing concrete approach		1	$750.00	$750.00
5.		**Sales**	C03 - 6 Remove existing concrete ramp and landing		1	$750.00	$750.00
6.		**Sales**	C03 - 14 Remove existing sewer stub		~~1~~	~~$2,000.00~~	~~$2,000.00~~
7.		**Sales**	C03 - 18 Remove existing water service		~~1~~	~~$2,000.00~~	~~$2,000.00~~
8.		**Subtotal**	Subtotal				**$11,700.00**
9.		**Subtotal**	Subtotal				**$0.00**
10.		**Sales**	C05 - 1 Parking lot striping per plan		~~1~~	~~$2,750.00~~	~~$2,750.00~~
11.		**Sales**	C05 - 2 New 7' off site concrete sidewalk w/prep & compaction		~~1~~	~~$18,500.00~~	~~$18,500.00~~
12.		**Sales**	C05 - 4 New concrete curb		~~1~~	~~$8,200.00~~	~~$8,200.00~~
13.		**Sales**	C05 - 6 New concrete curb ramp		~~1~~	~~$1,500.00~~	$1,500.00

14.	**Sales**	✓	C05 - 7 New concrete driveway 100%	1	~~$5,500.00~~	~~$5,500.00~~
15.	**Sales**		C05 - 8 New asphalt w/prep compaction	1	$23,000.00	$23,000.00
16.	**Sales**		C05 - 9 New concrete retaining wall	1	~~$5,000.00~~	~~$5,000.00~~
17.	**Sales**		C05 - 12 New onsite concrete sidewalk	1	~~$5,000.00~~	~~$5,000.00~~
18.	**Sales**		C05 - 14 New trash enclosure concrete	1	~~$4,500.00~~	~~$4,500.00~~
19.	**Sales**	?	C05 - 15 New flush curb	1	~~$3,500.00~~	~~$3,500.00~~
20.	**Sales**		C05 - 16 New concrete curb wall	1	~~$4,500.00~~	~~$4,500.00~~
21.	**Subtotal**		Subtotal			**$81,950.00**
22.	**Sales**		C07 - 1 Dry well type 1	1	$8,000.00	$8,000.00
23.	**Sales**		C07 - 2 42lf 6"PVC storm drain	1	$2,500.00	$2,500.00
24.	**Sales**		C07 - 3 Dry well type 1	1	$8,000.00	$8,000.00
25.	**Sales**		C07 - 4 BIO-Infiltration swale	1	$3,500.00	$3,500.00
26.	**Sales**	?	C07 - 5 40lf ductile iron equilizer ?	1	$3,500.00	$3,500.00
27.	**Sales**		C07 - 9 SDCO	1	$400.00	$400.00
28.	**Subtotal**		Subtotal			**$25,900.00**
29.	**Sales**	✓	C08 - 5 Tie in new 4" domestic water	1	$9,000.00	$9,000.00
30.	**Sales**		C08 - 6 Copper irrigation	1	$2,000.00	$2,000.00
31.	**Sales**		C08 - 9 4" fire water building line	1	$3,500.00	$3,500.00
32.	**Sales**		C08 - 15 New gas trench	1	$1,200.00	$1,200.00
33.	**Subtotal**		Subtotal			**$15,700.00**
34.	**Sales**		Export all extra dirt 50% City	30	$300.00	$9,000.00
35.	**Subtotal**		Subtotal			**$9,000.00**
36.	**Sales**	✓	Prep and install asphalt in the alley	1	$12,000.00	$12,000.00

Subtotal	$156,250.00
Sales tax	$14,062.50
Total	**$170,312.50**

Note to customer

Broadway foods estimate.

What's included:
All excavation per the civil plan. All concrete on surface and asphalt with grading and compaction.

What isn't included: Permits, solid rock excavation and other not

ESTIMATE

MY Excavation and Construction LLC
4314 W Brown Ln
Cheney, WA 99004

myexcavationandconstruction@gmail.com
+1 (509) 954-6488

EXCAVATION & CONSTRUCTION LLC

→ Both with note & clean of the my Excavation Invoice.

Jolly Ghebreab

Bill to
Jolly Ghebreab
Broadway Laundrymat

Ship to
Jolly Ghebreab
2229 W Broadway
Spokane WA 99201

→ Change order for Alley Asphalt for laundromat is not on the Invoice
→ Change order for Demolishing Asphalt Alley Compacting grading

Estimate details
Estimate no.: 1064
Estimate date: 07/25/2023

#	Date	Product or service	Description	SKU	Qty	Rate	Amount
1.		**Sales**	C1 - 1 Remove existing curb and install new concrete	✓	1	~~$11,500.00~~	~~$11,500.00~~
2.		**Sales**	C1 - 2 Remove existing sidewalk and install new concrete		1	~~$23,000.00~~	~~$23,000.00~~
3.		**Sales**	C1 - 3 Install new 20' driveway 180% 3.600 City Quote		1	~~$4,500.00~~	~~$4,500.00~~
4.		**Sales**	C1 - 4 New asphalt parking lot 3" over 4" Csts		1	~~$23,500.00~~	~~$23,500.00~~
5.		**Sales**	C1 - 8 New drainage swale		1	$4,000.00	$4,000.00
6.		**Sales**	C1 - 9 Install 50' of 6" rainwater leader		1	$3,500.00	$3,500.00
7.		**Subtotal**	Subtotal				**$70,000.00**
8.		**Sales** Confirming the retrofit connections.	C2 - 4-9 Install water services ? to connect line to the Bueley from City Ln.		1	$12,000.00	$12,000.00
9.		**Subtotal**	Subtotal				**$12,000.00**
10.		**Subtotal**	Subtotal				**$0.00**
11.		**Sales**	Export extra dirt		20	$300.00	$6,000.00
12.		**Sales** ?	Remove existing asphalt		1	$5,000.00	$5,000.00 → ~~12,000.00~~
13		Sale	prep & Asphalt compact & prep Alley way				
14		"					

Subtotal	$93,000.00
Sales tax	$8,370.00

Note to customer

What is included: Everything listed here from the civil plans. All drainage concrete and asphalt. All prep and compaction. All excavation.

What is not included: Solid rock excavation, permits, concrete foundation for the building.

Total **$101,370.00**

National Barricade & Sign Co.

6602 E. MAIN AVE.
SPOKANE VALLEY, WA 99212-0833

(509) 534-2619 FAX: (509) 534-2610

Sales Order

Date	S.O. No.
8/22/2025	40663

BILL TO:	SHIP TO:
CASH SALE (TAXABLE) JOLLY	

REP	PO # / PROJECT #	Terms	CONTACT	DATE REQ'D
AB		CC WITH ...	JOLLY (571) 228-7816	8/22/2025

QTY	DESCRIPTION	RATE	AMOUNT
1	18X30 .080 EG BLCK AND RED ON WHITE - NO PARKING BEYOND THIS POINT	52.00	52.00T
22 Took 1	TYPE A 12X12X12 BLOCK W/ANCHOR	165.00	165.00T
1	2"X10' 12 GA SQUARE TUBE POST	89.00	89.00T
22 Took 1	5/16" -18 X 2 3/4" HEX BOLT (LARGE)	1.75	1.75T

Brandon

Material ~ 335.14 +
135.13
Labor 500.00
1,020.27

10% Restocking charge on all returned merchandise. Non-stocked items subject to manufactures restocking charges and return freight. All items must be approved for return.

RECEIVED ... _____

SUBTOTAL	$307.75
SALES TAX (8.9%)	$27.39
TOTAL	$335.14

National Barricade & Sign Co.

6602 E. MAIN AVE.
SPOKANE VALLEY, WA 99212-0833

(509) 534-2619 FAX: (509) 534-2610

Sales Order

Date	S.O. No.
8/21/2025	40648

BILL TO:	SHIP TO:
CASH SALE (TAXABLE) JOLLY	

REP	PO # / PROJECT #	Terms	CONTACT	DATE REQ'D
DAISY		CC WITH ...	JOLLY	8/21/2025

QTY	DESCRIPTION	RATE	AMOUNT
1	TYPE A 12X12X12 BLOCK W/ANCHOR	165.00	165.00T
2	HARDWARE FOR A BLOCK	2.50	5.00T

Broadway

10% Restocking charge on all returned merchandise. Non-stocked items subject to manufactures restocking charges and return freight. All items must be approved for return.

RECEIVED ... _____

SUBTOTAL	$170.00
SALES TAX (8.9%)	$15.13
TOTAL	$185.13

Website: www.nationalbarricadeandsign.com E-mail: sales@natbarr.net

Dew Drop Sprinklers & Landscaping
11827 E. Trent Ave
Spokane Valley WA 99206
509-922-7168

License: DEWDRDS825MP

Contract Invoice

Invoice#: 18392

Date: 05/27/2025

Billed To: BOONE EXPRESS, LLC.

SPOKANE WA

Project: BROADWAY MARKET
2229 W. BROADWAY
SPOKANE WA 99201

Due Date: 06/27/2025 **Terms:** 20DY **PO#**

Description	Amount
PLANTS & TREES	4,802.46
BARK	98.93
EQUPMENT	214.29
LABOR	589.16

A service charge of 12.00% per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount:	0.00
Taxable Amount:	5,704.84
Sales Tax:	513.44
Amount Due	**6,218.28**

Dew Drop Sprinklers & Landscaping
11827 E. Trent Ave
Spokane Valley WA 99206
509-922-7168

License: DEWDRDS825MP

Contract Invoice

Invoice#: 18393

Date: 05/12/2025

Billed To: BOONE EXPRESS, LLC.

SPOKANE WA

Project: BROADWAY LAUNDROMAT
2228 W. BROADWAY
SPOKANE WA 99201

Due Date: 06/26/2025 **Terms:** 20DY **PO#**

Description	Amount
TREES & PLANTS	3,763.07
BARK	98.93
EQUIPMENT	214.29
LABOR	1,018.64

A service charge of 12.00% per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount:	0.00
Taxable Amount:	5,094.93
Sales Tax:	458.54
Amount Due	**5,553.47**

Double D Trees, LLC

INVOICE

818 W 24th Ave

Spokane WA 99203

509-869-4364

INVOICE #	DATE
42125	4/21/2025

BILL TO	Job Name	TERMS
Jolly Ghebreab Boone Express LLC	Broadway Laundromat	Due Upon Receipt

DESCRIPTION			
City Tree Permit		1.00	175.00
Site Visit (2)		2.00	
Obstruction Permit		1.00	200.00
			-
			-
			-
			-
* Final bill will be after hours are fiqured for my spervisory hours are tallied			-
			-
			-
			-
			-
			-
			-
			-
Thank you for your business!	Total		$ 375.00

City Commercial Tree License T21000263CTL

-

If you have any questions about this invoice, please contact

Street Tree Permit

LANDSCAPE

Record/Permit Number: P2501881TREE

Development Services Center
808 W Spokane Falls Blvd
Spokane, WA 99201
Phone: (509) 625-6300
my.spokanecity.org

Job Title: 5 Street trees total, 6 additional not in right away

Expires:

Site Information:

Address: 2228 W BROADWAY AVE

Parcel #: 25132.0829

Permit Status: Issued
Status Date: 04/21/2025
Parent Permit:

Applicant	Owner
Doubl D Trees 818 W 24th Ave Spokane WA 99203	BOONE EXPRESS LLC 2040 W BOONE AVE SPOKANE WA 99201 5093282854

ENGINEERING TREE PERMIT

Type of Trees	Parrotia persica,Forest Green Oak
Specify Additional Work	Complete Landscape and Irrigation system by owners
# of Trees	5
Estimated Start Date	04/24/2025
Estimated Completion Date	04/29/2025
Site Placement	F1F2, L1,L2,L3
Courtesy Notice/Notice of Violation	UNCHECKED
Annual Tree Permit Number	P2500791OBAT

TREE TYPE OF WORK

Pruning	0
Planting	5
Removal	0
Root Treatment	0
Tree Protection Zone	0

Description of Work: **5 2inch trees per Plan dated 4/3/2023**

Inspectors Comments:

SEE LS PLAN REVISED DATE 8/15/2023--sent in email to arborist on 4/21/2025
All street tree planting must be performed under the direct onsite supervision of an ISA certified arborist and must meet ISA and city standards and specifications.
Tree shall be 2" caliper when measured 6" above graft or root flare, whichever is higher.
Root flare shall be at or slightly above existing grade and visible.
Street trees must have a 60" diameter tree well at the base that is free of turf and other vegetation.
Remove all bamboo stakes, tree tape, tree tags, and any other packaging materials.
Street trees must be planted per city approved landscape plan.
Street Obstruction Permit also required.
PERMITS MUST BE ONSITE AND AVAILABLE UPON REQUEST

Contractor(s)

Construct Contr	DOUBLE D TREES	Lic: DOUBLDT792MK	(509) 869-4364

Inspector:

Fees:	Qty:	Amount:	Payments:	Ref#	Amount:

Estimated Balance Due : Amount: $0.00

CONDITIONS OF APPROVAL

Spokane City – Inspection Completed

From: NoReply_Permits@spokanecity.org (noreply_permits@spokanecity.org)

To: dombrowskiduane@yahoo.com

Date: Monday, April 21, 2025 at 06:51 AM PDT

Hello Duane Dombrowski,

The following inspection(s) was completed on 4/21/2025:

Permit Number	Inspection Type	Address	Inspector Name	Inspector Phone	Inspection Result
P2501881TREE	Pre-Inspection	2228 W BROADWAY AVE	Rebecca Phillips	509-363-5491	Approved

If the Inspector had additional comments about the inspection, they will be listed here:
SEE LS PLAN REVISED DATE 8/15/2023--sent in email to arborist on 4/21/2025 All street tree planting must be performed under the direct onsite supervision of an ISA certified arborist and must meet ISA and city standards and specifications. Tree shall be 2" caliper when measured 6" above graft or root flare, whichever is higher. Root flare shall be at or slightly above existing grade and visible. Street trees must have a 60" diameter tree well at the base that is free of turf and other vegetation. Remove all bamboo stakes, tree tape, tree tags, and any other packaging materials. Street trees must be planted per city approved landscape plan. Street Obstruction Permit also required. PERMITS MUST BE ONSITE AND AVAILABLE UPON REQUEST

If you have any questions or believe you received this email in error, please contact the City Inspector listed above.

Thank you,

The City of Spokane
Development Services Center
808 W Spokane Falls Blvd, Third Floor
Spokane, WA 99201

Dombrowskiduane@yahoo.com

Double D Trees, LLC

INVOICE

818 W 24th Ave

Spokane WA 99203

509-869-4364

INVOICE #	DATE
421252	4/21/2025

BILL TO	Job Name	TERMS
Jolly Ghebreab Boone Express LLC	**Broadway Market**	**Due Upon Receipt**

DESCRIPTION			
City Tree Permit		1.00	175.00
Site Visit (2)		2.00	
Obstruction Permit		1.00	200.00
			-
			-
			-
			-
* Final bill will be after hours are fiqured for my spervisory hours are tallied			-
			-
			-
			-
			-
			-
			-
			-
Thank you for your business!	**Total**		**$ 375.00**

City Commercial Tree License T21000263CTL

-

If you have any questions about this invoice, please contact
Dombrowskiduane@yahoo.com

Street Tree Permit

Record/Permit Number: P2501882TREE

Development Services Center
808 W Spokane Falls Blvd
Spokane, WA 99201
Phone: (509) 625-6300
my.spokanecity.org

Job Title: 5 Street trees per plan dated 12/7/2023 **Expires:**

Site Information:

Address: 2229 W BROADWAY AVE
Parcel #: 25133.0101

Permit Status: Issued
Status Date: 04/21/2025
Parent Permit:

Applicant

Doubl D Trees
818 W 24th Ave
Spokane WA 99203

Owner

BOONE EXPRESS LLC
2040 W BO
SPOKANE WA 99201
5093282854

ENGINEERING TREE PERMIT

Type of Trees	Parrotia persica,Forest Green Oak
Specify Additional Work	Complete Landscape and Irrigation systems by owners
# of Trees	6
Estimated Start Date	04/23/2025
Estimated Completion Date	04/30/2025
Site Placement	F1,F2, R1,R2,R3,R4,
Comments	I am concerned about the corner Tree on Nettleton and Broadway, New power pole.
Courtesy Notice/Notice of Violation	UNCHECKED
Annual Tree Permit Number	P2500791OBAT

TREE TYPE OF WORK

Pruning	0
Planting	6
Removal	0
Root Treatment	0
Tree Protection Zone	0

Description of Work:

Inspectors Comments:

DO NOT PLANT TREE CLOSEST TO CORNER ALONG NETTLETON--SEE LS PLAN DATE 12/7/2023--sent in email to arborist on 4/21/2025
All street tree planting must be performed under the direct onsite supervision of an ISA certified arborist and must meet ISA and city standards and specifications.
Tree shall be 2" caliper when measured 6" above graft or root flare, whichever is higher.
Root flare shall be at or slightly above existing grade and visible.
Street trees must have a 60" diameter tree well at the base that is free of turf and other vegetation.
Remove all bamboo stakes, tree tape, tree tags, and any other packaging materials.
Street trees must be planted per city approved landscape plan.
Street Obstruction Permit also required.
PERMITS MUST BE ONSITE AND AVAILABLE UPON REQUEST

Contractor(s)

Construct Contr	DOUBLE D TREES	Lic: DOUBLDT792MK	(509) 869-4364

Inspector:

Fees:	Qty:	Amount:	Payments:	Ref#	Amount:

Estimated Balance Due : **Amount:** $0.00

Spokane City – Inspection Completed

From: NoReply_Permits@spokanecity.org (noreply_permits@spokanecity.org)

To: dombrowskiduane@yahoo.com

Date: Monday, April 21, 2025 at 06:19 AM PDT

Hello Duane Dombrowski,

The following inspection(s) was completed on 4/21/2025:

Permit Number	Inspection Type	Address	Inspector Name	Inspector Phone	Inspection Result
P2501882TREE	Pre-Inspection	2229 W BROADWAY AVE	Rebecca Phillips	509-363-5491	Approved

If the Inspector had additional comments about the inspection, they will be listed here:
DO NOT PLANT TREE CLOSEST TO CORNER ALONG NETTLETON--SEE LS PLAN DATE 12/7/2023--sent in email to arborist on 4/21/2025 All street tree planting must be performed under the direct onsite supervision of an ISA certified arborist and must meet ISA and city standards and specifications. Tree shall be 2" caliper when measured 6" above graft or root flare, whichever is higher. Root flare shall be at or slightly above existing grade and visible. Street trees must have a 60" diameter tree well at the base that is free of turf and other vegetation. Remove all bamboo stakes, tree tape, tree tags, and any other packaging materials. Street trees must be planted per city approved landscape plan. Street Obstruction Permit also required. PERMITS MUST BE ONSITE AND AVAILABLE UPON REQUEST

If you have any questions or believe you received this email in error, please contact the City Inspector listed above.

Thank you,

The City of Spokane
Development Services Center
808 W Spokane Falls Blvd, Third Floor
Spokane, WA 99201

Broadway Foods

2229 West Broadway Ave, Spokane, WA 99201

PLANT LIST

Street Trees

5 STREET TREES – Class I Parrotia persica

1 Street Trees – Class II Forest Green Oak

TREES

2 EWRC 'Excelsior' Western Red Cedar (6'

1 FLC Flowering Crab Apple 'Prairie Fire'

Shrubs

10 EGA Emerald Green Arborvitae (4' hig

3 GBS Globe Blue Spruce (2 gal.)

12 OLL Otto Luyken Laurel (2 gal.)

1 CR Carpet Rose (2 gal.)

Grasses / Perennials

2 SDL Stella d Oro Daylilly (1 gal.)

5 BES Black Eyed Susan (1 gal.)

19 SG Switch Grass 'Summer Sunrise' (1

11 KFG Karl Foerster Grass (1 gal.)

The Landscape-Irrigation Contractor is to provide the following:

Lawn areas are to be sodded.

Plastic Lawn edging at planting edges.

Install all Plant Material as listed (with all tree permits required)

Finish grading, hand raking and provide/install topsoil 2" thick in all landscape areas.

Install 2"-3" thick of Basalt Chip Rock Mulch in all planting areas, except for the (6) street trees.

Provide a 1-year warranty of all landscape and irrigation items from the time of acceptance of work.

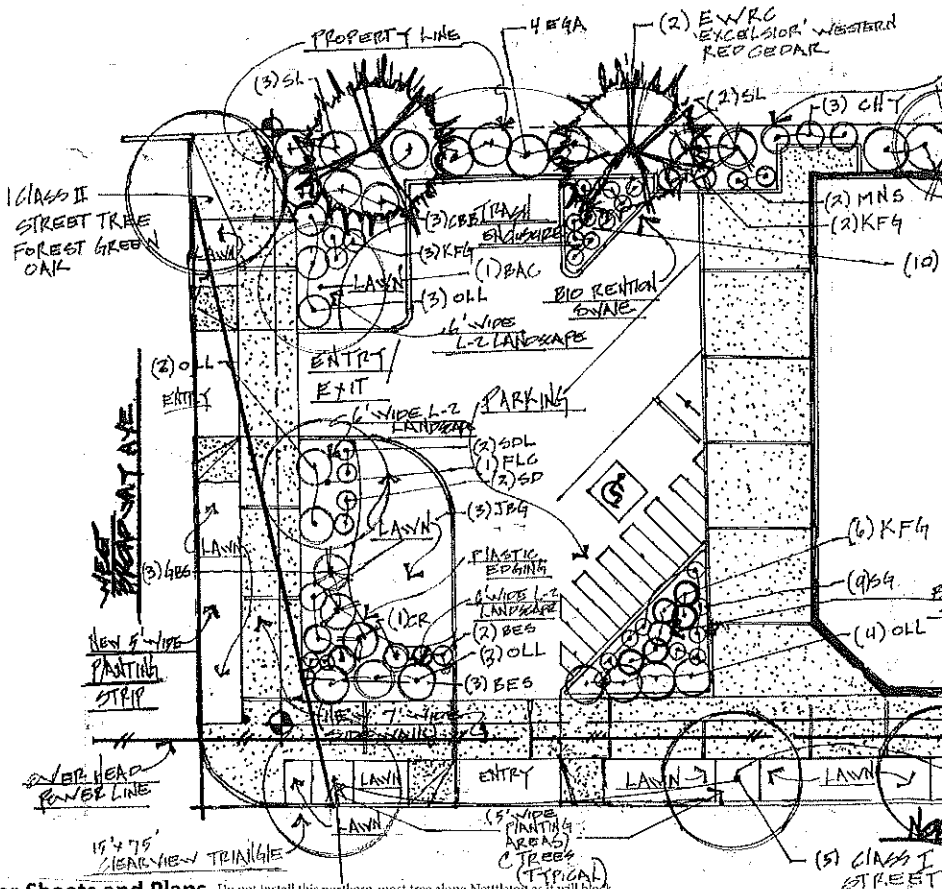
Irrigation Not

Provide a complete, 100%

Automatic controller, 1" d

Automatic valves, mainlin

1 year warranty on the irri



NOTES

I. ANY MODIFICATION TO THE APPROVED LANDSCAPE PLAN REQUIRES WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT AND CITY OF SPOKANE PLANNING PRIOR TO INSTALLATION.

II. MULCH PRODUCTS (BARK/ROCK) ARE PROHIBITED IN THE RIGHT OF WAY. ANY MULCH PRODUCT (BARK/ROCK) INSTALLED ON SITE WILL NEED TO BE INSTALLED SO THAT THE TOP OF THE MULCH IS AT LEAST 1" BELOW THE PUBLIC SIDEWALK

a. Prior to street/public tree installation, pruning or removal please have the contracted Licensed certified arborist submit a complete Public Tree Permit Application at least 10 days prior to work being performed for this project to include Certified Arborist information and start and completion dates.
b. Street trees planted in continuous planting strips must have a five feet diameter tree well at the base that is free of turf and other vegetation.

Do not install this northern-most tree along Nettleton as it will block the stop sign per permit approval conditions (MDO 11/21/23).

Other Sheets and Plans

(Check Site Plan Civil Sheets for fencing, hardscaping, curb requirements, traffic control, site utilities, such as overhead and underground gas, electric, water, phone, power lines, etc.) Call for locate of utilities before digging.

Landscape Plan

Payment Receipt

L & M Truck Sales

4001 E. Boone
Spokane, WA 99202
(509) 535-4175

Received From
Broadway General Contractors LLC 2501 W Boone Ave Spokane, WA 99201

paid check # 1062 Ameriman

Date	2/21/2024
Payment Method	Check
Check/Ref No	1062

Payment Amount	$5,187.00
Total Amount Due	$0.00

digger truck rented to haul Avista pole.

Invoices Paid

Date	Invoice Number	Amount Due	Amount Applied
2/17/2024	25136	$5,187.00	$5,187.00

L&M Truck Sales
SALES • RENTAL • SERVICE

4001 E. Boone
Spokane, WA 99202
(509) 535-4175

Broadway
paid check # 1071

Invoice

Date	Invoice #
4/1/2024	25316

Bill To	Ship To
Broadway General Contractors LLC 2501 W Boone Ave Spokane, WA 99201	2229 W Broadway Spokane, WA 99201

P.O. No.	Terms	Due Date	Rep	FOB
	Net 15	4/16/2024	DRR	

Item	Description	Serial #	Rental Dates	Quantity	Rate	Amount
41.6023 Rental	Rent 2015 M2-106 Altec DM47B-TR Digger	1FVDCXDT2FHGF2699	02/21/24 THRU 04/01/24		1,727.28	1,727.28T
	Wa Spokane County 9.2% Vehicle Sales Tax 3270				9.20%	158.91
				Total		$1,886.19

(2)

Project 26-014TIFS, Broadway Foods & Laundromat TIF Funding Request

Exhibit C to the Staff Report

DRAFT Resolution for Council Consideration

RESOLUTION 2026-____

A resolution setting forth the City Council's approval and endorsement of funding for Broadway Foods and Broadway Laundromat from the Neighborhood Projects area of the West Quadrant Tax Increment Financing district. This resolution authorizes the execution of the applicable and appropriate contracts once formalized without further City Council action.

WHEREAS, the City of Spokane formed a West Quadrant Tax Increment Financing ("WQTIF") district, to help provide funding for public improvement projects in and around the Kendall Yards planned unit development area, and designated project types within the area, along with estimated costs for those projects within the life of the WQTIF; and

WHEREAS, City of Spokane Resolution 2007-0101 formed the Neighborhood Project Advisory Committee ("NPAC") to make recommendations for the use of funds received in the WQTIF area, composed of residents of the West Central, Riverside, and Emerson-Garfield neighborhoods; and

WHEREAS, the NPAC meets regularly to review fund balances, proposed projects, potential allocations and to prioritize projects, pursuant to their purpose under Resolution RES 2007-0101; and

WHEREAS, the NPAC met on October 1, 2025 to hear a new request from the owners of Broadway Foods and the Broadway Laundromat for $174,714 in TIF funds for reimbursement for costs related to installing public infrastructure on two properties in the West Central neighborhood; and

WHEREAS, it was determined during staff due diligence that an additional $7,073 in costs related to a rental truck required to hold a power pole in place during construction qualified for potential TIF funding; and

WHEREAS, the NPAC has determined that the related improvements, including the rental truck costs, are within the WQTIF boundary and represent the types of projects the WQTIF funds may fund as described by ordinance C34032, and amended by ordinance C35879; and

WHEREAS, at their January 7, 2026 meeting the NPAC voted unanimously to recommend the City Council approve the use of funds for the proposed project in the amount of $181,787; and

WHEREAS, the City estimates that increment revenues to the WQTIF this year will be approximately $814,685, in addition to the $2,356,568 currently on hand for that account, an amount sufficient to pay the request outright;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane formally approves and endorses funding to be provided to the owners of Broadway Foods and the Broadway Laundromat from the WQTIF for the purposes of repayment of costs related to installation of public infrastructure in the WQTIF district; and

BE IT FURTHER RESOLVED that the City Council authorizes the administration through the Planning & Economic Development department, and any other applicable staff, to execute the appropriate contracts and related documents without further action by the City Council.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/18/2026

Date Rec'd	4/14/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	ARTS, CULTURE, AND HISTORIC	**Bid #**	
Contact Name/Phone	MEGAN 6543	**Requisition #**	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	BAUMGARTNER HOUSE NOMINATION TO THE SPOKANE REGISTER OF		

Agenda Wording

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Baumgartner House was constructed in 1910 and has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

Summary (Background)

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Baumgartner House at 1125 S Bernard was constructed in 1910 and has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

What impacts would the proposal have on historically excluded communities?

This contract would have no meaningful impact 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?

That specific data is not something that is collected by the Historic Preservation Department.

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

The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.

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?

SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose: The City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity. Comprehensive Plan Goals DP 1.1: Landmark Structures, Buildings, and Sites Recognize and preserve unique or outstanding landmark structures, buildings, and sites. DP 3.3: Identification and Protection of Resources Identify historic resources to guide decision making in planning. DP 3.11: Rehabilitation of

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	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

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 Head	DUVALL, MEGAN		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	mduvall@spokanecity.org
lcamporeale@spokanecity.org	akiehn@spokanecity.org

Findings of Fact and Decision for Council Review
Nomination to the Spokane Register of Historic Places
Mathias & Mamie Baumgartner House – 1125 S Bernard Street

FINDINGS OF FACT

1. **SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
   - Originally built in 1910; the Mathais and Mamie Baumgartner House meets the age criteria for listing on the Spokane Register of Historic Places.

2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**
   - The Baumgartner House meets the Spokane Register under Category C for architecture as a good example of an American Foursquare with Neoclassical and Colonial Revival styling; as well as its association with master architect, Earl W. Morrison.
   - The Matt and Mamie Baumgartner House at 1125 S Bernard Street in the Cliff Park Addition Resurvey on Spokane's South Hill was built in 1910. The home was designed by architect Earl W. Morrison and built by Amil T. Johnson and sold to Mathias "Matt" Baumgartner, a major player in the local mining industry.
   - Earl W. Morrison, (1889-1955) known as the "boy architect" in Spokane, had the unique distinction of designing large homes for prominent people in Spokane while he was still in high school and college. Morrison designed dozens of houses, including some of the most impressive homes on Spokane's South Hill, including in the Cliff Park, Ninth Avenue and Rockwood neighborhoods, still some of Spokane's most prestigious areas. These large and distinctive homes shape the character of these neighborhoods to this day. After starting his career in Spokane, he went on to have a decades-long career designing both modest and grand houses, residential apartment buildings, high rises, commercial projects, schools, and more, primarily in Washington State.
   - The home's form is American foursquare, with a wide front porch. It stands two stories tall, with a hipped roof attic with three dormers. The style of the home is distinctive in its eclecticism, with elements of neoclassical and colonial revival style. There are sets of columns on two stories and a prominent pointed arch front dormer with a Palladian window in the front attic dormer. The experimental mix of styles reflects the work of the young architect with the creative freedom to try new styles on large extravagant homes. Earl W. Morrison went on to leave his mark by designing apartment towers, commercial buildings, schools, and office buildings throughout Washington State.

3. **SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association."** *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance…it is not necessary for a property to retain all its historic physical features…the property must retain, however, the essential physical features that enable it to convey its historic identity."*
   - The Baumgartner House has retained its location, design, setting and association, and still retains most of its materials and workmanship on the exterior and interior, although the extant wood siding has been covered with aluminum siding and a kitchen addition was completed in 2003. As a result of its overall integrity, it is eligible for listing on the Spokane Register of Historic Places.

4. **Once listed, this property will be eligible to apply for incentives, including:**
   Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historic property plaque, and special code considerations.

RECOMMENDATION

The Mathias & Mamie Baumgartner House is eligible for listing on the Spokane Register under Category C in the area of architecture for its design by Earl W. Morrison and as a good example of an American Foursquare with elements of the Neoclassical and Colonial Revival styles**. The Spokane Historic Landmarks Commission reviews the nomination on 3/18/2026 and recommended its listing.**

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

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

CLIFF PK RES N30FT OF L14; ALL L15 B22

Parcel Number(s) **35194.1311 (address 1125 S Bernard Street)**, *is governed by a Management Agreement between the City of Spokane and the Owner(s),* **Martin J. Grieser and Jill E. Ham,** *of the subject property.*

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 4.35. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on _____. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No._____.

I certify that the above is true and correct.

Spokane City Clerk

Dated: _____

Historic Preservation Officer

Dated: 3/18/2026

City Clerk No._____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **18th** day of **March 2026**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Martin J. Grieser and Jill E Ham** (hereinafter "Owners"), the owners of the property located at **1125 S Bernard Street** commonly known as the **Matt & Mamie Baumgartner House** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and,

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission') is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and,

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

(A) demolition;

(B) relocation;

(C) change in use;

(D) any work that affects the exterior appearance of the historic landmark; or

(E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to the provisions as set forth in SMC 17D100.220.

This Agreement is entered into the year and date first above written.

_____	_____
Owner	Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER	**CITY OF SPOKANE**
_____	_____
Megan M.K. Duvall	City Administrator

ATTEST:

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____,to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____(he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2026.

_____

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, CITY ADMINISTRATOR and TERRI L. PFISTER, to me known to be the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2026.

_____

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires_____

Attachment A

The garage is not historically significant and is not subject to this Management Agreement.

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane Register of Historic Places Nomination

Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337

1. Name of Property

Historic Name: Mathais and Mamie Baumgartner House
And/Or Common Name: Matt and Mamie Baumgartner House

2. Location

Street & Number: 1125 S Bernard Street
City, State, Zip Code: Spokane, WA, 99204
Parcel Number: 35194.1311

3. Classification

Category	Ownership	Status	Present Use	
☒building	☐public ☐both	☒occupied	☐agricultural	☐museum
☐site	☒private	☐work in progress	☐commercial	☐park
☐structure			☐educational	☒residential
☐object	**Public Acquisition**	**Accessible**	☐entertainment	☐religious
	☐in process	☐yes, restricted	☐government	☐scientific
	☐being considered	☒yes, unrestricted	☐industrial	☐transportation
		☐no	☐military	☐other

4. Owner of Property

Name: Jill Ham and Martin Grieser
Street & Number: 1125 S Bernard
City, State, Zip Code: Spokane, WA, 99204
Telephone Number/E-mail: (509) 994-1459 jill.ham@avistacorp.com

5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

6. Representation in Existing Surveys

Title: Enter previous survey name if applicable
Date: Enter survey date if applicable ☐Federal ☐State ☐County ☐Local
Depository for Survey Records: Spokane Historic Preservation Office

7. Description

Architectural Classification	Condition	Check One
	☒excellent	☐unaltered
	☐good	☒altered
	☐fair	
	☐deteriorated	**Check One**
	☐ruins	☒original site
	☐unexposed	☐moved & date _____

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Categories and Statement of Significance

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

☐A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.

☐B Property is associated with the lives of persons significant in our past.

☒C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐D Property has yielded, or is likely to yield, information important in prehistory history.

☐E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property:	Less than one acre
Verbal Boundary Description:	Cliff Park Resurvey north 30ft of lot 14 and all of lot 15, block 22
Verbal Boundary Justification:	Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Vanessa Strange, MLIS, Historic Preservation Consultant
Organization: VS HPC
Street, City, State, Zip Code: Spokane, WA 99204
Telephone Number: (509)599-0768
E-mail Address: vanessastrangehomes@gmail.com
Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

_____

_____

14. For Official Use Only:

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

Date of City Council/Board of County Commissioners' hearing: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

Megan Duvall **Date**
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Attest: Approved as to form:

_____ _____
City Clerk Assistant City Attorney



SUMMARY STATEMENT

The Matt and Mamie Baumgartner House at 1125 S Bernard Street in the Cliff Park Addition Resurvey on Spokane's South Hill was built in 1910. The home was designed by architect Earl W. Morrison and built by Amil T. Johnson and sold to Mathias "Matt" Baumgartner, a major player in the local mining industry. The home's form is American Foursquare, with a wide front porch. It stands two stories tall, with a hipped roof attic with three dormers. The style of the home is distinctive in its eclecticism, with elements of Neoclassical and Colonial Revival style. There are sets of columns on two stories and a prominent pointed arch front dormer with a Palladian window in the front attic dormer. The experimental mix of styles reflects the work of the young architect with the creative freedom to try new styles on large extravagant homes. Earl W. Morrison went on to leave his mark by designing apartment towers, commercial buildings, schools, and office buildings throughout Washington State.

DESCRIPTION OF PROPERTY

The Baumgartner House is located in block 22, on lot 15 and the southern half of lot 14 in the Cliff Park Addition Resurvey in the Cliff-Cannon neighborhood of Spokane, Washington's South Hill. The home is on the east side of Bernard Street, between Sumner and 13th Avenues. The block is flat and level with manicured lawns and sidewalks on both sides of the street. The homes in this section of south Bernard Street were built from the early 1900s to the 1950s.

Each home is set back 25 feet as dictated by the covenants set by the Harl J. Cook of the Cook-Clarke Company when Cliff Park Addition was first platted in 1904. These covenants also stipulated that homes must cost at least $2500.00 dollars, and that "all outbuildings shall conform thereto in exterior architecture and finish." The standards outlined were intended to ensure all buildings meet minimum standards for an upscale neighborhood.


1125

Front (west) facade



The front façade of the house features a broad porch extending the full width of the home and seven concrete steps flanked by cut stone cheek walls and topped with stone coping. The foundation consists of cut stone blocks with panels of white painted wood lattice under the porch. The porch floor is painted wood, and the original wood siding and porch roof is covered with aluminum siding. The porch is supported by six square recessed-panel columns. Each column has molding and a carved wood detail at the top with three incised lines and raised triangular shapes, similar to motifs in the Eastlake style. A classical balustrade connects the columns around the porch.



The front door is made of oak with brass decorative straps at the top and bottom. The top panel holds a beveled and leaded glass window in three vertical panes. Each pane has a design with a diamond shape and straight lines radiating from the corners. This diamond geometric pattern is repeated throughout the house. There are two sidelights flanking the door with the same leaded and beveled glass. To the left of the door is a large single-hung wood window with a divided light decorative transom with the same diamond design. To the right of the door is a large window divided into three sections with leaded and beveled transom windows made up of five grouped square windows. The walls of the porch are covered with white aluminum siding with the original wood clapboard intact underneath.

The second story features a prominent porch balcony with six round smooth doric columns supporting the roof. Two columns are visible from the front façade, and another column is tucked behind to support the corner of the roof. A second classical balustrade in a smaller size, lines the second-floor balcony. At each juncture of the railing is a square recessed panel plinth. Aluminum siding covers the body of the second floor as well as the ceiling of the porch and eaves. Two large single-hung windows, one on each side, each with a wood and glass door out to the second story balcony and a small window in between.



The attic level is an asphalt shingle hipped roof with a prominent pointed arch front dormer. This dormer has a Palladian window with three casement windows in the same geometric motif used throughout and a fanlight arched window at the top. There is a small, squared balustrade on this small decorative balcony, with simple recessed panel plinths at each corner. The ends of the roof form a cornice return on each side of the dormer. The asphalt shingle hipped roof has one front pointed arch dormer on the west side and gable dormers on the north and south sides. This unusual, hipped roof formation with three dormers culminates in a small flat square on top.



South elevation



On the south side of the house, the cut stone foundation holds three divided light casement windows with multi-paned wood storm windows covering them. The body of the house is clad in aluminum siding covering the original wood clapboard from the main floor to the attic level. The red brick chimney is smooth with a running bond pattern and three raised bands at the top. On the main floor level, there is a window on each side of the chimney. These are medium-sized single-hung windows with a divided light transom in the same geometric pattern found throughout. To the right is a bump out for the dining room window seat, with a large group of windows. The bump out includes two casement windows covered with multi-paned storm windows, one large, fixed window in the center, and four separate decorative transom windows with beveled, leaded glass. At the end of this wall, the side of the kitchen addition can be seen with two tall, narrow fixed windows. The second floor holds two medium-sized divided light single-hung windows. The attic level has one small slider window in the gabled dormer, with cornice returns on each end.

East elevation (rear)



The rear of the house has a single-level kitchen addition with a hipped roof and a wood deck with black metal railings. The addition has two double-hung windows with the geometric design to match the original house, a sliding glass door, and a jog inward to an enclosed porch off the original kitchen with a glass entry door. The second floor has three single-hung windows with decorative divided light transoms. The attic level does not have a dormer on this side, so only the back of the hipped roof and another simple red brick chimney slightly north of center.

North elevation



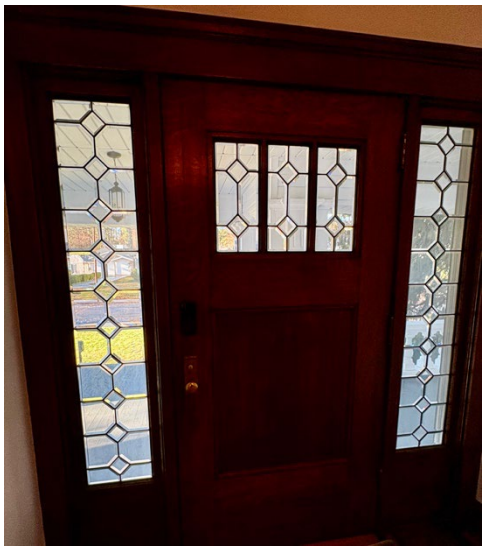
The north side of the house shows the cut stone foundation and two divided light casement windows covered with multi-paned storm windows, and a door to the basement in the center. The basement door is wood with a window with the divided light geometric design seen throughout the house. On the main floor, a group of three windows with divided light in the geometric pattern. The middle window is fixed, and the others are operable as single-hung. There is a set of two medium single-hung windows that were part of the original kitchen and one larger single-hung window on the end.

Between the main and second floors, there is a large green and yellow slag glass Palladian window that lights the stairway inside. The two outer fixed windows are three by five divided light; the center is the diamond and line pattern and is topped with a fanlight window. The second floor has a large single-hung window with divided light, geometric pattern transom on each end. The third floor has a gabled dormer with cornice returns on each side, and one small slider window.

INTERIOR

The materials used throughout the house are oak hardwood floors, plaster walls and ceilings, wood trim (primarily oak) brass hardware, cast iron radiators, and beveled leaded glass or divided light with a geometric design with diamonds with four lines radiating out from each corner repeated throughout the house.





First (main) floor

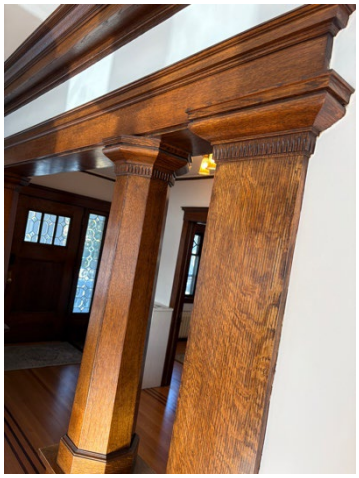
The front entry door opens to a foyer with a radiator with painted wood cover and oak floors with a contrasting wood triple ribbon border culminating in a French knot design in each corner throughout the main floor. The entry is illuminated by the beveled and leaded glass in the front door with sidelights and a brass ceiling light fixture with art glass shades. A stained wood picture rail lines the wall near the ceiling. A wide set of stairs up with curved treads extends into the entry.





To the left of the front door is an office with a large single-hung window with decorative transom looking west out at the front porch. Higher up on the north wall is a group of three windows with divided light in the diamond and line geometric pattern. The center window is fixed and the two flanking are casement style. The east wall of the office has a two-thirds height built-in wood bookcase with glass doors with brass hardware and beveled, leaded glass in the same decorative pattern as the other windows.





To the right (south) of the entry, a pony wall and columns frame the entrance to the living room. The pony wall has recessed oak panels topped with a nonagonal (nine-sided) column with dentil and molding on each side of the opening. Finishing the ends of this feature are decorative squared oak pilasters with crown molding. The living room has box-beamed ceilings and thick crown molding around the room. A large group of fixed windows with beveled, leaded glass transoms face west towards the front porch. Two single-hung windows flank the fireplace on the south wall, with divided light glass on the top half in the same geometric pattern seen throughout the house. The fireplace is rustic glazed ceramic square tile similar to the Batchelder style, in tones of brown with dark grout. Simple square tiles cover the hearth while the face of the fireplace is punctuated with decorative medieval motif tiles: knight's helmets, coat of arms, and shields depicted in relief. A thick oak mantle tops the fireplace.









Recessed panel oak pocket doors with brass inset hardware divide the living room and dining room to the east. The dining room walls are covered to two-thirds height with quarter-sawn oak in a simple batten and board pattern wainscoting. The wainscoting is topped with a plate rail supported by simple corbels. A crystal chandelier hangs from the center of the ceiling. A hutch is built into the east wall with a passthrough to the kitchen addition. The opening in the hutch has an arch with a vertical line detail very similar to the Monroe Street Bridge design. The bridge was being built at the time and was finished in 1911.





The arch is flanked and topped by beveled, leaded glass doors with shelves inside the cabinets. Below the counter are a large corbel, five drawers, and two more cabinet doors.



A bump out on the south wall holds a large set of windows with beveled, leaded glass transoms and a built-in window seat bench with recessed panels along the front. The dining room floor also the contrasting triple ribbon pattern with corner knots. Finally, an inset paneled door with an unlacquered brass push plate swings into the kitchen.

The swinging door leads to the 348 square-foot kitchen addition, remodeled in 2003 according to permits in keeping with the style of the original house. The cabinets are a medium tone wood finish with a decorative toe kick on the lower cabinets. The appliances are high-end stainless steel, the floors are Marmoleum, and the counters are green stone. The backsplash is covered with white subway tile. Three narrow windows flank the stove, the one on the east end of the wall is a working transom window with crank, and the other two are fixed. On the east wall, a large single-hung window with the diamond design divided light sits above the sink. A sliding glass door opens to the deck and backyard. Past an open dining area, the pantry and hallway form a utilitarian area in the location of the original kitchen.





Through another wood swinging door, is a stairway down to the basement, a smaller back stairway to the second floor and a small half-bath. This powder room has a hex-tile floor and corner porcelain sink. The next doorway leads back to the front entry hall where the main stairway curves outward to lead up to the second level.

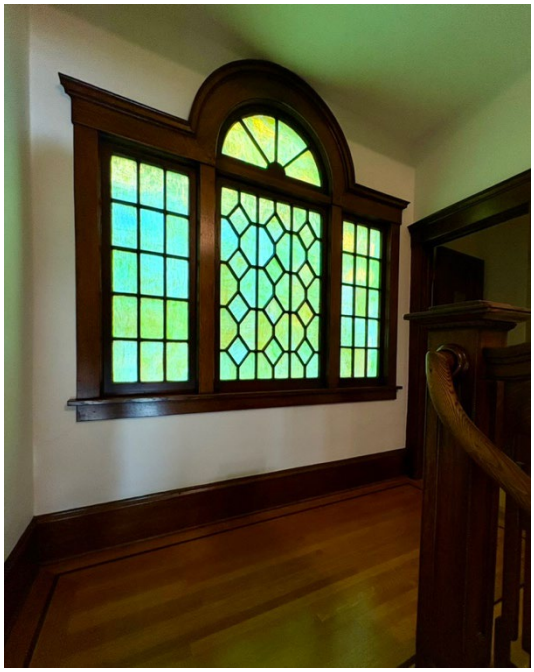




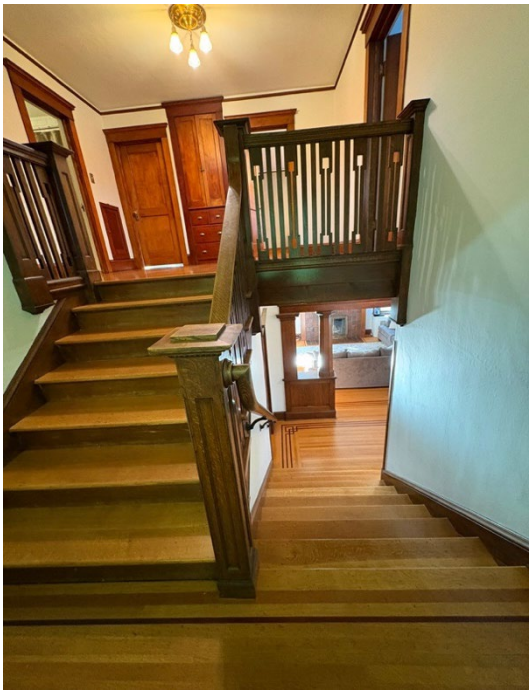
Second floor

The wood stairs start rounded and wide from the front entry and lead to a landing with a large green and yellow slag glass Palladian window that lights the stairway. A wood door with a small square window leads down the back stairs towards the kitchen. The turn in the stairs reveals a view of the flat sawn cutout balustrade leading to the large second-floor landing at the top of the stairs.









The landing reveals stained wood doors, built-in cabinetry for linens, plumbing access and laundry chute doors, all with unlacquered brass hardware. Throughout the second level, the oak hardwood floor design changes slightly, with simpler dark double-ribboned borders with plain right angles at the corners.





On the northwest corner is a small bedroom with two large single-hung wood windows and a corner closet, followed by a full bathroom.







The bathroom has the original bathtub, shower, and white subway tile wainscoting. The original mirrored wood medicine cabinet is set into the wall. The floor is hexagonal white tile, and one small single-hung window with a decorative divided light top sits at the end of the room near a radiator. The marble-topped wood vanity is a newer addition, as is some of the additional white subway tile added to the top of the shower area.

The northeast corner bedroom has two large single-hung windows with divided light on top. This room has paneled walls and ceiling tiles added in the 1960s or 70s.



The southwest corner holds the large primary bedroom with two large windows and a wood and glass door to the covered balcony. The walk-in closet has a small single-hung window and built-in cabinetry added in the 1940s-60s with an unusual, curved wood feature. The balcony is large and looks west out onto the neighborhood.





The final bedroom in the northwest corner also has an exterior door to the balcony and single-hung windows with a divided light design on the top.

Attic

From the second-floor landing, a door leads to a staircase up to the attic level. The attic level is a large open space with angled ceilings that follow the lines of the hipped roof and three windowed dormers, ending with a flat square of ceiling at the top. This room was decorated in the middle of the twentieth century with checkered linoleum floors with an inlaid shuffleboard and wood paneling on the walls. The ceiling has paneling and fluorescent lighting.

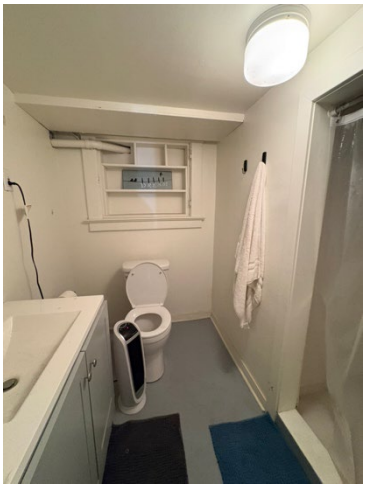


Basement

The basement is accessed via wide painted wood stairs that turn at the landing with a door to the exterior. Once below grade, the floor is concrete and the basalt rock foundation walls are visible in several areas. There is a laundry room, utility access, and storage throughout. There is a small bathroom with a sink vanity, shower, and toilet.

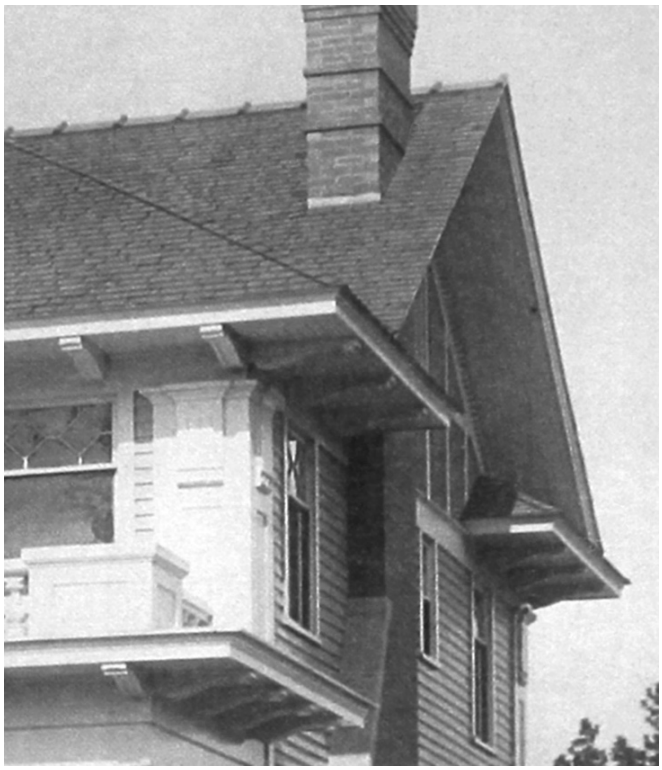






ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

Photos of the house from the first few decades after it was built show some of the original exterior features, as shown in this close-up from this Libby photo taken shortly after the home was built. The home was covered in aluminum siding in the 1950s or 60s according to the Johnson family. These original features include stucco with decorative half-timbering on the north and south attic dormers. The exposed rafter tails have been covered as well as the square decorative posts on the corners of the second floor exterior.



1125 South Bernard, Libby Photography Collection, 1910, Northwest Museum of Arts and Culture

The rear of the house has a remodeled kitchen addition from 2003, possibly modified from another smaller, family room added in the 1970s according to the Johnson family who lived there at the time. The 348 square foot kitchen addition replaced the tiny original kitchen at the northeast corner of the house and includes an opening pass through in the dining room hutch.

The attic was finished with linoleum and wall paneling in the 1960s-1970s. One bedroom still has wood paneling on the walls from this era. Some of the closets were added during this period as well.

The second-floor bathroom is largely original, with some tile repair and a newer vanity.

In 2024, the roof was replaced, and water damage was repaired. The second floor and attic level porches were both rebuilt, including structural reinforcement and new membranes on the floors. Knob and tube wiring was replaced, and period-appropriate wood screen doors replaced the aluminum screens. On the interior, plaster was skim-coated, and period lighting was added. The gutters were replaced, and other drainage issues were addressed before extensive stone foundation repair and mold remediation.



The garage is not original and shall not be included in the register. It was not designed by Earl Morrison and does not hold historic significance. The first permit for a single-stall garage was in 1912 and placed in the southeast corner of the property. It was split and moved west to be built out as a permitted two-car garage in 1941.

Integrity

Eligibility for the Spokane Register depends on the property fulfilling one or more one or more categories of significance and retain integrity of location, materials, workmanship and association. The Baumgartner house's attributes in these areas are as follows:

Location is the place where the historic property was constructed or the place where the historic event occurred.
The house is in its original location.

Design is the combination of elements that create the form, plan, space, structure, and style of a property.
The original design of the house is largely intact, with some cosmetic additions like paneling in two rooms and aluminum siding in the mid twentieth century. The kitchen addition was built with the intent to be harmonious with the original building.

Materials are the physical elements that were used during a particular period and in a particular way to form a historic property.
The materials for the house are intact, including the wood siding underneath the aluminum siding. The roofing was replaced with the same asphalt composite in 2024.

Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.
The workmanship for the house is intact. The stone foundation was repaired in kind and in a way that reflects the building's original construction methods. In addition, the second and third level balcony porches were rebuilt in kind and reinforced structurally.

Association is the direct link between an important historic event or person and a historic property.
The association of the house is intact and has been used continuously as a single-family home since it was built.

SUMMARY STATEMENT

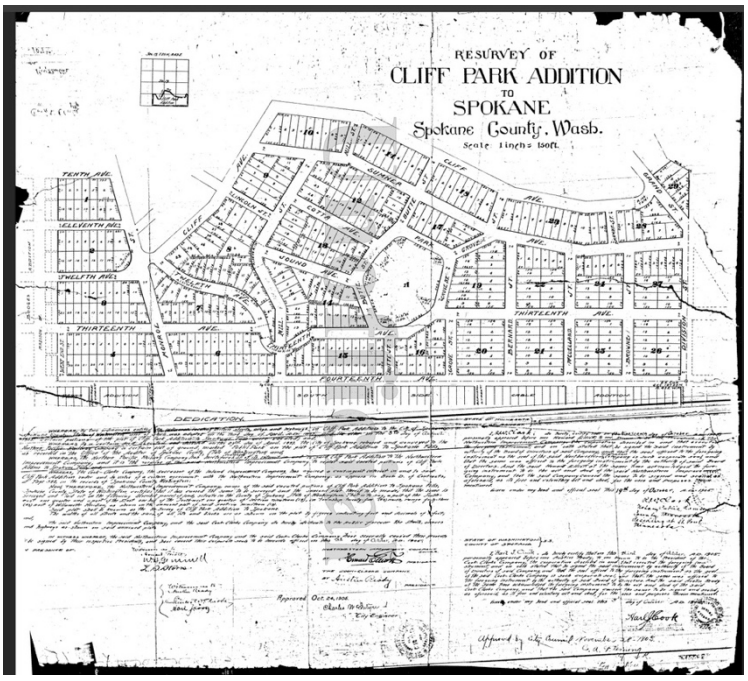
The Baumgartner House at 1125 South Bernard Street in Spokane is significant and eligible for the Spokane Register of Historic Places under Category C because of its association with the work of a master architect, Earl W. Morrison. His work left a mark throughout Spokane and Washington State. This home represents Morrison's early work. Known as the "boy architect," Morrison designed at least eighteen grand homes while still a high school and college student. He designed some of the most impressive homes on Spokane's South Hill, including in the Cliff Park, Rockwood, and Ninth Avenue neighborhoods. His distinctive large homes have shaped the character of the neighborhood to this day. The Baumgartner House, built in 1910, is an early example of Morrison's work, a largely intact foursquare home in a Classical Revival style with other eclectic elements like a pointed arch attic dormer, many columns, and Palladian windows.

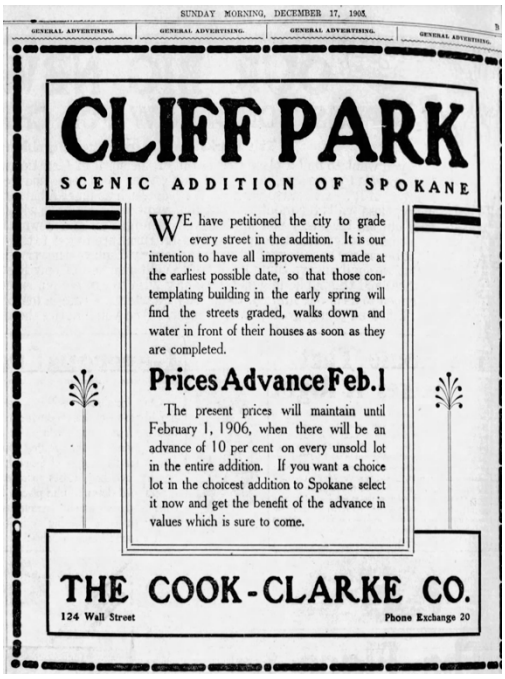
HISTORIC CONTEXT

For thousands of years, the Spokane Falls were a gathering place for culture, fishing, and hunting for indigenous peoples. The first humans arrived in the Spokane area between 12,000 and 8,000 years ago as hunter-gatherers. The falls were a center of indigenous life through the 1800s, when white settlers began to arrive.

James Glover, often cited as the founder of Spokane, initially platted the city in 1878. In the 1880s, Spokane's population exploded from 350 in 1880 to 20,000 by 1890. This development came from the availability of rich natural resources available including mining, timber, agriculture, and the water power of the Spokane River. The railroads established a hub in Spokane, and the first residential additions were established by John Browne and A.M. Cannon (Arksey, 2005.) The rebuilding phase after the Great Fire of 1889 spurred rapid growth in population and residential housing development throughout Spokane. Many players began to get into real estate development through the first decade of the twentieth century as the population boomed.

By the 1910 Census, Spokane's population reached 100,000, and the boom created a tremendous need for new housing (Arksey.) To meet the demand and take advantage of the lucrative opportunities of the early 1900s, several new developers began subdividing and building homes on the South Hill. Harl J. Cook with the Cook-Clarke Company and Inland Improvement Company bought 110 acres between Madison and Division streets and 9th to 14th avenues from the Northwestern Improvement Company for $90,000 according to the Spokesman-Review and county records. A resurvey of Cliff Park Addition was done in 1905 as the lots and homes began to be marketed and sold by the Cook-Clarke Company.

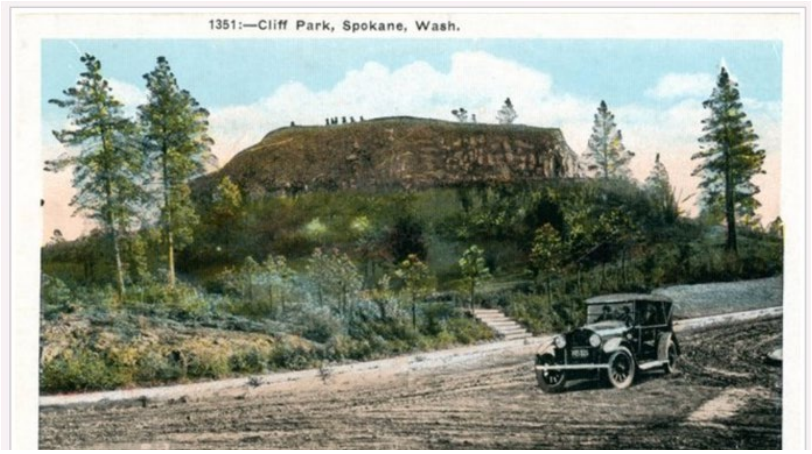




Resurvey of Cliff Park Addition plat map from the Washington State Digital Archives and ad for lots in the Cliff Park Addition from the Spokesman Review in 1905

The covenants required that any residences built "shall cost not less than Twenty-Five Hundred ($2500.00) dollars and that all outbuildings shall conform thereto in exterior architecture and finish, and that said dwelling shall be set in at least twenty-five (25) feet from the front line of said premises."

One of the defining features of the neighborhood is Cliff Park itself. The park is bounded by Grove Street to the east, Stevens (formerly Butte) to the west, and 12th and 13th avenues on the north and south. It features a tall volcanic rock outcropping, said to have been used by indigenous people as a lookout. In 1905, the Spokesman Review reported that Harl J. Cook donated the two-block piece of land to become a city park. Stairs and rock walls were added to welcome visitors and bring them to the top for a view of the city, and it was adopted as a city park in 1908 (Galpin.)



Inland Northwest Special Collections, Spokane Public Library

According to numerous newspaper articles and advertisements in the Spokesman Review and Spokane Chronicle in the early 1900s, Cliff Park Addition was developed by Harl J. Cook's Cook-Clarke Company using two strategies, either building homes on speculation and selling, or selling lots to individuals to develop for their own homes or to build and sell for a profit. One of these builder/developers was Amil T. Johnson, who bought lot 15 in block 22 from Gus Bostrum in 1909 for $1500 and teamed up with Earl Morrison to build the home at 1125 S Bernard Street. The home was completed in 1910. The Spokesman Review featured the sale along with a photo:



mains, cement sidewalks and curbings. several score. Mr. Cowley.

New Home in Cliff Park, on Bernard Street, Near Cliff Avenue, Bought by Matt Baumgartner for $15,000

The above is a picture of the eight-room modern house of Colonial type built by Contractor A. T. Johnson and sold to Mr. Baumgartner last week for $15,000. The deal was negotiated by J. Melvin Thomas. The house was designed by Architect Earl W. Morrison and is on a lot 50x150 feet on Bernard near Cliff avenue. The house is finished in oak on the lower floors with white enamel finish in the kitchen and birch on the second floor. All floors are of hardwood. Besides the eight rooms on the two main floors there are two rooms finished off in the attic.

There are many features in the construction, including a built-in sideboard, fireplace, beamed ceilings, bathrooms with tiled floors and wainscoting, tile floor in the vestibule, bevel plate mirrors and a basement finished with a laundry, fuel room, fruit room and a furnace room. Mr. Baumgartner will occupy the house as a home.

The Spokesman-Review (Spokane, Washington) · Sunday, June 19, 1910

STATEMENT OF SIGNIFICANCE



Earl W. Morrison in the Spokesman-Review May 13, 1911

Architect Earl W. Morrison, the "Boy Architect" (1889-1955)

Earl W. Morrison, known as the "boy architect" in Spokane, had the unique distinction of designing large homes for prominent people in Spokane while he was still in high school and college. Morrison designed dozens of houses, including some of the most impressive homes on Spokane's South Hill, including in the Cliff Park, Ninth Avenue and Rockwood neighborhoods, still some of Spokane's most prestigious areas. These large and distinctive homes shape the character of these neighborhoods to this day. After starting his career in Spokane, he went on to have a decades-long career designing both modest and grand houses, residential apartment buildings, high rises, commercial projects, schools, and more, primarily in Washington State.

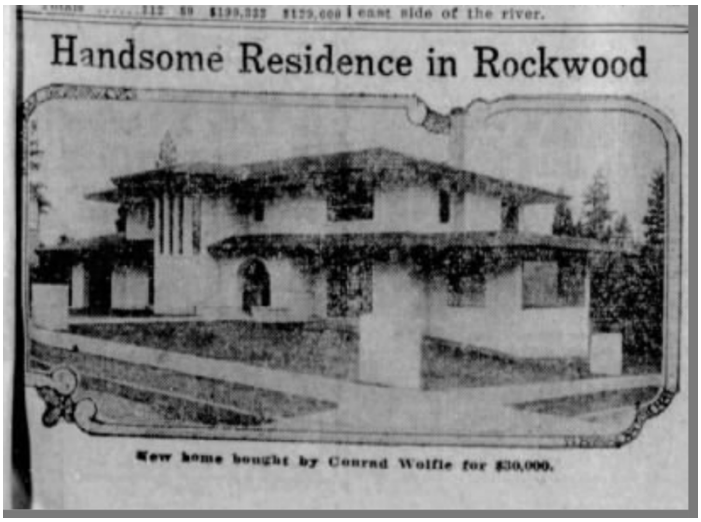
His early years working alongside the trades and shadowing his father in the real estate business developed his skill along with his school courses. He had an office in his father's real estate firm in the Paulsen Building according to city directories, and shared that office with Amil T. Johnson, the builder he worked with frequently, including on the Baumgartner House. He also worked with Aaron L. Lundquist, another prolific contractor.

In addition to the Baumgartner House, Morrison designed homes primarily in the traditional English style, with decorative half-timbering, in a style with stucco and Flemish arch parapets, sometimes locally referred to as Mission or "Alamo" style, and later in the straight-line style.

Examples of Spokane Homes

- The Woldson House, 1628 W. Ninth Ave., 1909.
- The Ritter House, 522 W. Cotta Ave., 1910.
- The Baumgartner House, 1125 S Bernard, 1910.
- The Bryant House, 1214 S. Cook St., 1910.
- The Rudberg House, 1128 W. Eighth Ave., 1910.
- The Thatcher House, 505 W. Kiernan Ave., 1910.
- The Winter House, 1226 S. Cedar 1910
- The Cannon House, 416 E. Rockwood Blvd., 1911.
- The McGoldrick House, 547 E. Rockwood Blvd., 1911.
- The Meisenheimer House, 540 E. Rockwood Blvd., 1912.
- The Ackermann House, 2020 S. Rockwood Blvd., 1912.

- The Plummer House, 2007 S. Rockwood Blvd., 1912.
- The Wolfle House, 415 E. 12th Ave., 1912.



Wolfle House in Spokesman-Review, September 1, 1912

- The Oxford Apartments, 702 S. Bernard St., 1912.
- The Fisher House, 220 E. Manito Place, 1912.
- The Avery House, 505 E. Rockwood Blvd., 1913.
- The McDonald House, 1303 E. Overbluff Road, 1918.

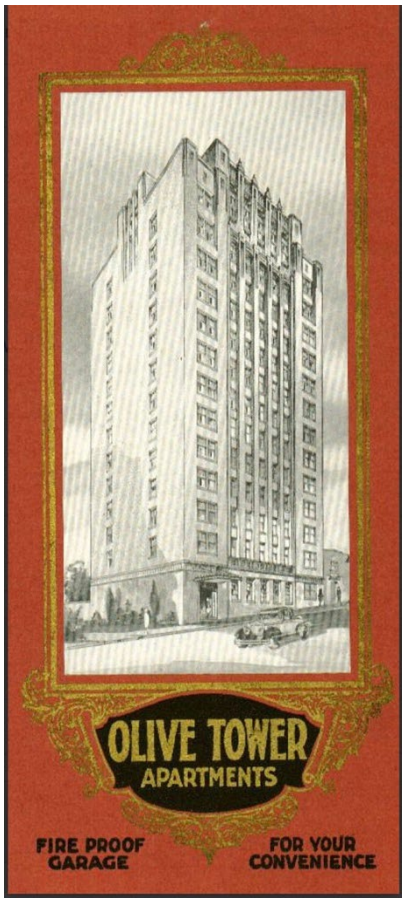
His first luxury apartment building was the Oxford Apartments at Seventh Avenue and Bernard Street in 1912, that continues to provide housing in Spokane. He went on to graduate from the combined Art Institute of Chicago and Armour Institute of Technology in 1914. The influence from his time in Chicago is apparent in his “straight line” designs that appeared in the Rockwood neighborhood. Often referred to as Prairie Style, the straight lines, stucco finishes and wide form that Morrison introduced to the area were some of the most cutting-edge houses of the time.

By 1914-15, the building boom in Spokane slowed significantly. He married Hazel Fae Dyke, a classmate, and debate champion. They moved to St. Paul, Minnesota where he took a job as an assistant to the City Architect. He gained valuable experience outside of residential design and designed five schools during his time there (Davis). The young family moved back to Spokane, and he resumed his independent firm designing large houses and another apartment building.

In 1917, the United States entered into World War I, and Earl Morrison was commissioned as a Captain in the Quartermaster Corps, where his planning skills were put to use building a training camp for 30,000 troops in New Mexico. From there, he was sent to be commanding officer of a railhead in Saint-Miheal in France in April 1918, responsible for supplies of clothing, food, and transportation of a division of 30,000 men. He returned to Spokane after his discharge in July 1919.

Morrison reopened his architecture practice, partnering with another architect to open Morrison & Stimson in the Symons building in downtown Spokane. Their first project was a group of smaller homes in the "California style" at the southeast corner of 14th and Lincoln. He opened another office in Wenatchee where he designed fruit warehouses, schools, houses, a church, and a pool hall (Vestal).

Morrison experienced several personal tragedies over the space of three years. In 1922, his mother, Mattie, was beaten in a random attack near her home and died from the injuries in 1924. Morrison decided to close the office in Spokane and opened an office in Seattle, closer to new school projects in Western Washington. In 1926, his father died, and a year later his wife died of influenza. From the late 1920s forward, Morrison's career trajectory focused on some of the largest apartment towers in Seattle, in addition to schools, a hospital, and various commercial buildings.



Sales Pamphlet for the Olive Tower Apartments, Seattle, WA, c. 1928; UW Libraries, Special Collections Division 3 of 3

From his Seattle office, he produced apartment buildings that prioritized budget and labor efficiency but always found a way to include a flourish of decoration to add an element of beauty for the everyday people occupying the buildings (Davis). This was no doubt influenced by the exuberant design and extravagant building that he was able to do during his early days working in Spokane. Like most architects, the times dictated a turn toward more affordable housing. Through the post-World War II era, Morrison expanded out to more projects on the west coast and Hawaii. Morrison died suddenly in 1955 while on vacation in La Jolla, California.

Earl Morrison's impact on architecture in early Spokane is significant. Even today, Morrison's work continues to define the visual landscape of Spokane's wealthiest neighborhoods. The grand homes he designed mark a period of significant growth and prosperity in Spokane. The styles he experimented with ranged from English traditional to classical revival, Flemish arches and the straight-line or Prairie style, making a mark on the architectural landscape of Spokane.

Amil Theodore Johnson, Builder (1874-1950)

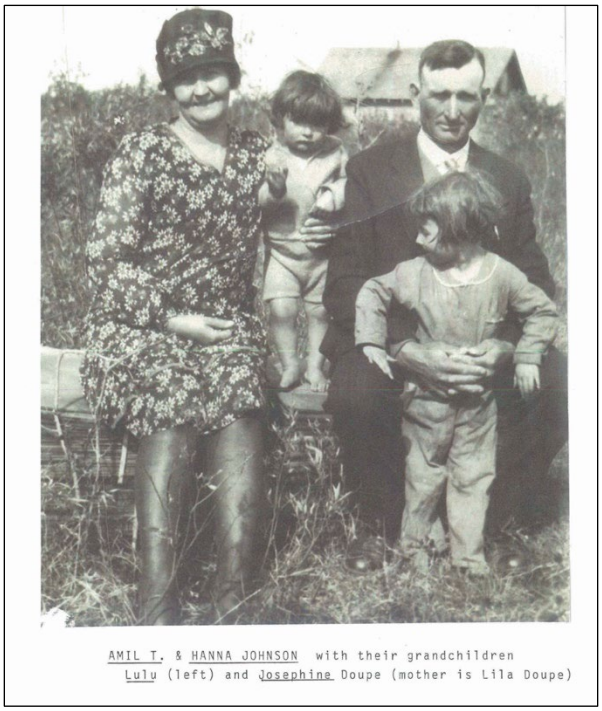


Photo from Johnson Family History scrapbook courtesy of Glenn Davis

The builder and developer who worked with Morrison on the Baumgartner House and many other projects was Amil T. Johnson. A prolific builder in Spokane, he constructed some of the largest and most expensive homes in town, as well as dozens of more modest homes in collaboration with local architects. Johnson is listed in the city directories as a carpenter and contractor as early as 1905. By 1912, he shared an office in the Paulsen Building with Earl W. Morrison, indicating the strong partnership they cultivated to build some of the most distinctive homes in Spokane. Numerous real estate transactions involving Johnson appear in the newspapers. Johnson's homes had a distinctive style, often using stucco exterior half-timber decoration and fine interior woodwork. One distinct feature found in many of the homes Johnson built is a ribboned border on the hardwood floors, often with a French knot corner design. Johnson worked with architects to build homes on speculation, sell them, and move on to the next project. Johnson collaborated with several architects and eventually settled in Alberta, Canada, where he passed away in 1950 at the age of 75.

Select homes built by Amil T. Johnson:

- Johnson-Thompson House, 1718 E. 11th Ave., 1906
- E.J. Cannon House, 416 E. Rockwood Blvd., 1909
- Woldson-Hay House, 1628 W. 9th Ave., 1909
- 814 S. Lincoln St., 1910
- Baumgartner House, 1125 S. Bernard St., 1910
- Wolfle House, 415 E. 12th Ave., 1912
- Avery House, 505 E. Rockwood Blvd., 1913
- Martin Woldson House, 903 S. Adams St., 1917

Homeowners

1910-1935 Matt and Mamie Baumgartner
Amil T. and Hannah Johnson bought the lot and built the home on speculation from designs by Earl W. Morrison. The home was sold to Mathias "Matt" Baumgartner for

$15,000, and he purchased an additional 1/2 lot in July 1910 for $1,500. Matt came to the United States from Germany as a young person, first mining in California before becoming a chemist-assayer in San Francisco. He settled in this area after short stints in Arizona, California, and Montana. From the 1890s on, he ran mining operations throughout Idaho and was president of the Liston Mining Company. Matt married Mamie Frances Allen on Jan. 5, 1898, in Wallace, Idaho. She was the daughter of James and Katherine Allen and a sister of Eddie Allen, the Irish actor, comedian, and cyclist, whose stage name was Allen Doon. Matt Baumgartner passed away in 1934 after a brief illness, and his daughter Kathleen and her mother moved to Los Angeles after selling the house.

1935-1948 Dr. Donald A. and Helen Palmer
Palmer was a doctor of internal medicine and diagnostician with offices in the Paulsen Building. He died of a heart attack on June 10, 1946, at age 47. Daughters Ainslie and Elisabeth and wife Helen sold the home to another doctor in the same office.

1948-1955 Dr. Merritt H. and Montana Stiles
Dr. Stiles joined Dr. Donald Palmer in his offices at the Paulsen Building in January of 1946. Palmer died in June 1946, and Stiles served as a pallbearer in the funeral. He bought 1125 S. Bernard from Palmer's widow in 1948. His daughter Trina won a contest for a trip to New York City in 1949 and is pictured in the newspaper in front of the home's fireplace.

A strong proponent of the prevention of coronary disease and physical fitness, he learned to ski at 55 and wrote the book "Ski at Any Age" in 1972. He was inducted into the Ski Hall of Fame in 1975, a few months before dying of a heart attack while on a jog at Priest Lake at age 76. The Black Diamond run at Schweitzer is named for him.

1955-2001 Dr. Robert S. and Marjorie Johnson
Along with Dr. Merritt Stiles and others, he founded the Fifth and Browne Doctors' Building. The Johnsons raised their family at 1125 S. Bernard, and Marjorie made many of the midcentury-era changes to the house, including the attic room with the shuffleboard floor, interior wall paneling on the second floor, and aluminum siding.

2001-2024 Allan and Catherine Greer

2024-Present Jill Ham and Martin Grieser

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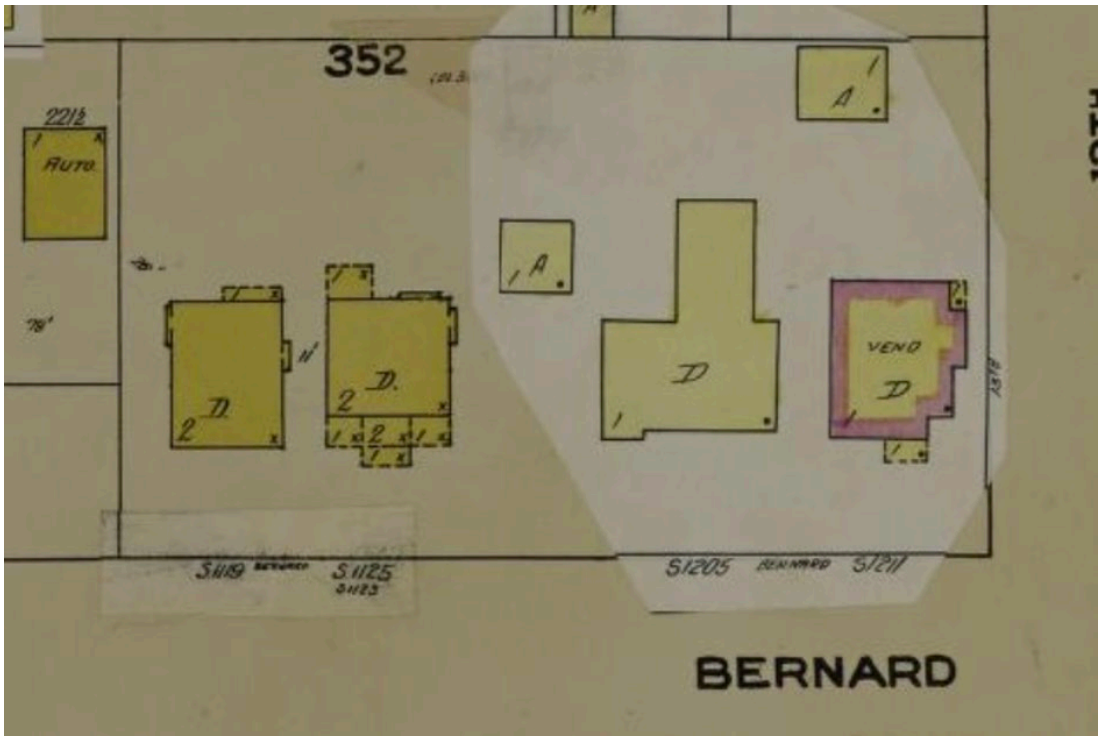
Spokane Doctor Honored in Ski Hall of Fame ***

https://skihall.com/hall-of-famers/merritt-stiles/?srsltid=AfmBOoqMtZnMLfR7W3u94-pctciuPA2U2vpAs4BbYZb4rw_xCtQgjeGb

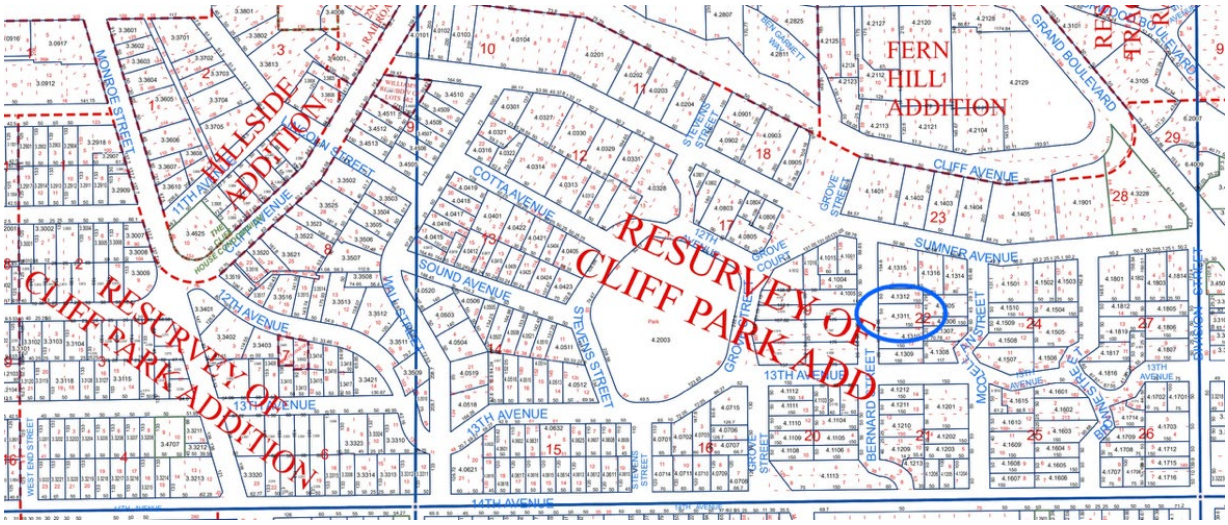


1125 S. Bernard, 1910, Northwest Museum of Arts and Culture, Libby Photo Collection

A note about the address: the original 1910 Sanborn map shows the address as 1123, and the 1910 map altered with additions shows the current 1125 with 1123 written underneath to indicate the earlier numbering.



Sanborn Fire Insurance Map, 1910, vol. 3



Spokane County Assessor SCOUT map

Spokane Boy at Chicago Art Institute Draws Plans for $12,000 Residences

Earl W. Morrison, the Spokane high school student, who had the distinction of drawing plans for a number of high-class residences, costing from $10,000 to $40,000, before he was out of his high school classes, is drawing plans for two $12,000 residences to be built by A. L. Lundquist in the Manito district this year.

Mr. Morrison is now at the Chicago institute taking a course of study and is drawing the plans for the houses while at spare hours. His marked ability has been recognized in Spokane for some time.

The two houses will be located on Manito boulevard, near Grand boulevard, on lots 250 feet in depth. The lots face the south end of the park. Construction work will be started in the spring, declares Mr. Lundquist.

Mr. Lundquist is rushing to completion a nine-room modern house on Eighth avenue, near Jefferson street. This will cost between $10,000 and $15,000 when completed.

The Lundquist home, a fine $25,000 residence on Rockwood boulevard and Sheridan street, will be completed in a few weeks. The house has 14 rooms and the grounds will be elaborately parked.

Tame.

"They say she leads a painfully tame life."

"Yes, she can't even find any excuse for getting a divorce."

Traveled Around th Returns to Spokane

Traveling entirely around the world and then hitting upon Spokane as the best place and the most available one in which to buy real estate and live is a pretty strong recommendation for the city, but this apparently has been the one given Spokane by William Alexander Robertson of Aurora, Ill.

Mr. Robertson has just moved to Spokane and has purchased lot 7, block 195, in East Side Syndicate addition, for $450, as an investment. He has his home here. The East Side

Spokesman-Review February 19, 1911

Fine Colonial Home Is Sold



This beautiful colonial home of nine rooms at S1125 Bernard, has been sold by Mrs. Mary Baumgarten to a client of the Willie M. Laberee company. This dwelling, one of the most typical of this class of architecture, was constructed at an original cost of about $20,000. The rooms are spacious, the windows large. The home occupies two landscaped lots.

Spokesman-Review February 9, 1936

Returns From Week End With Music



Miss Trina Stiles, daughter of Dr. Merritt H. Stiles, S1125 Bernard, returned yesterday from New York, where she spent a "week end with music" as one of three guests of Standard Oil Company of New Jersey. "Chalky," whom she is holding, was just as weary as Miss Stiles, to whom the "week end with music," an intermission feature of the New York Philharmonic orchestra's weekly Sunday afternoon concert, was exciting and stimulating. Miss Stiles graduates from Lewis and Clark high school in June.

Spokesman-Review February 22, 1949

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Discussion

Council Meeting Date: 05/11/2026

Date Rec'd	4/16/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	ARTS, CULTURE, AND HISTORIC	**Bid #**	
Contact Name/Phone	MEGAN 6543	**Requisition #**	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON KTELIS		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	WOLFLE-TRUNKEY HOUSE AND GARAGE NOMINATION TO THE SPOKANE		

Agenda Wording

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Wolfle-Trunkey House & Garage were constructed in 1912 and have been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

Summary (Background)

The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100. The Wolfle-Trunkey House & Garage at 415 E 12th Avenue were constructed in 1912 and have been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owner.

What impacts would the proposal have on historically excluded communities?

This contract would have no meaningful impact 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?

That specific data is not something that is collected by the Historic Preservation Department.

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

The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.

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?

SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose: The City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity. Comprehensive Plan Goals DP 1.1: Landmark Structures, Buildings, and Sites Recognize and preserve unique or outstanding landmark structures, buildings, and sites. DP 3.3: Identification and Protection of Resources Identify historic resources to guide decision making in planning. DP 3.11: Rehabilitation of

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

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 Head	DUVALL, MEGAN		
Division Director	DUVALL, MEGAN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	lcamporeale@spokanecity.org
mduvall@spokanecity.org	akiehn@spokanecity.org

Findings of Fact and Decision for Council Review
Nomination to the Spokane Register of Historic Places
Wolfle-Trunkey House – 415 East 12th Avenue

FINDINGS OF FACT

1. **SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
   - Originally built in 1912; the Wolfle-Trunkey House meets the age criteria for listing on the Spokane Register of Historic Places.

2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**
   - The Wolfle-Trunkey House meets the Spokane Register under Category B for its association with two of Spokane's successful businessmen in the first half of the twentieth century, Conrad Wolfle and Harvey Trunkey.
   - Conrad Wolfle, who bought the house for $30,000 from contractor A.T. Johnson at its completion, was best known for his ownership of mines in the Chewelah area, although he was involved in a number of other ventures in his lifetime.
   - The second owner, Harvey Trunkey, was one of the most successful wholesale grocery owners in Spokane. Over the years he beat out fierce competition to be the longest-running wholesale grocery owner by 1950. The McClintock- Trunkey Annex Building at 125 South Stevens Street was listed on the Spokane Register of Historic Places in 2018.
   - The Wolfle-Trunkey House meets the Spokane Register under Category C for architecture as an excellent and early example of Prairie Style in Spokane; as well as its association with master architect, Earl W. Morrison and notable builder Amil T. Johnson.
   - Earl W. Morrison, (1889-1955) known as the "boy architect" in Spokane, had the unique distinction of designing large homes for prominent people in Spokane while he was still in high school and college. Morrison designed dozens of houses, including some of the most impressive homes on Spokane's South Hill, including in the Cliff Park, Ninth Avenue and Rockwood neighborhoods, still some of Spokane's most prestigious areas. These large and distinctive homes shape the character of these neighborhoods to this day. After starting his career in Spokane, he went on to have a decades-long career designing both modest and grand houses, residential apartment buildings, high rises, commercial projects, schools, and more, primarily in Washington State.
   - Amil Theodore Johnson was a prolific builder in Spokane in the years from approximately 1905 to 1913, when he worked with some of the most popular architects in the city in this busy period. He often built Morrison's works, including some of his most well-known houses.
   - The Wolfle-Trunkey House is an outstanding example of Prairie School design by a young, yet experienced, student from Spokane who was studying architecture in Chicago in the years from 1910 to 1913, during the high point of the Prairie School's genesis. Earl Wilson Morrison, who studied Prairie School design at the prestigious Art Institute of Chicago and the Armour Institute of Technology, was among those who introduced the style to Spokane. The 1912 Wolfle-Trunkey house was his first residence in the style, designed while he was still a student.
   - As the first Prairie Style home built by Morrison in Spokane, the elements of that unique design aesthetic are particularly strong in this home's symmetrical layout, natural materials, quality woodwork, and window designs.

3. **SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association."** *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance…it*

is not necessary for a property to retain all its historic physical features…the property must retain, however, the essential physical features that enable it to convey its historic identity."

- The Wolfle-Trunkey House has retained its location, design, setting and association, and still retains most of its materials and workmanship on the exterior and interior. As a result of its overall integrity, it is eligible for listing on the Spokane Register of Historic Places.

4. **Once listed, this property will be eligible to apply for incentives, including:**
   Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historic property plaque, and special code considerations.

RECOMMENDATION

The Wolfle-Trunkey House & Garage is eligible for listing on the Spokane Register under Category B due to its association with Conrad Wolfle and Harvey Trunkey **and under Category C** in the area of architecture for its design by Earl W. Morrison and as an excellent and early example of the Prairie Style in Spokane**.**

The Spokane Historic Landmarks Commission reviewed the nomination on 4/15/2026 and recommended its listing.

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

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

MANITO PK 3RD L14-15-16B4

Parcel Number(s) **35203.2812 (address 415 E 12th Avenue)**, *is governed by a Management Agreement between the City of Spokane and the Owner(s),* **Phillip D. & Jennifer M. Ogden,** *of the subject property.*

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 4.35. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on _____. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No._____.

I certify that the above is true and correct.

Spokane City Clerk

Dated: _____

Historic Preservation Officer

Dated: 4/15/2026

City Clerk No._____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **15th** day of **April 2026**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Phillip D. & Jennifer M. Ogden** (hereinafter "Owners"), the owners of the property located at **415 E 12th Avenue** commonly known as the **Wolfle-Trunkey House & Garage** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and,

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission') is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and,

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

(A) demolition;

(B) relocation;

(C) change in use;

(D) any work that affects the exterior appearance of the historic landmark; or

(E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to the provisions as set forth in SMC 17D100.220.

This Agreement is entered into the year and date first above written.

_____	_____
Owner	Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER	**CITY OF SPOKANE**
_____	_____
Megan M.K. Duvall	City Administrator

ATTEST:

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____,to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____(he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2026.

_____

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, CITY ADMINISTRATOR and TERRI L. PFISTER, to me known to be the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2026.

_____

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires_____

Attachment A

Property owners add the following interior components of the Wolfle-Trunkey House & Garage as protected elements of the property and require a Certificate of Appropriateness for changes to the following:

1. Quarter-sawn oak on the main floor shall remain unpainted.
2. Fir woodwork in the ballroom (basement) shall remain unpainted.
3. The detached garage at the rear northwest of the house.

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane Register of Historic Places Nomination

Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337

1. Name of Property

Historic Name: Wolfle-Trunkey House
And/Or Common Name: 415 E. 12th Avenue

2. Location

Street & Number: 415 E. 12th Avenue
City, State, Zip Code: Spokane, Washington 99202
Parcel Number: 35203.2812

3. Classification

Category	Ownership	Status	Present Use	
☒building	☐public ☐both	☒occupied	☐agricultural	☐museum
☐site	☒private	☐work in progress	☐commercial	☐park
☐structure			☐educational	☒residential
☐object	**Public Acquisition**	**Accessible**	☐entertainment	☐religious
	☐in process	☐yes, restricted	☐government	☐scientific
	☐being considered	☒yes, unrestricted	☐industrial	☐transportation
		☐no	☐military	☐other

4. Owner of Property

Name: Phillip D. & Jennifer M. Ogden
Street & Number: 415 E. 12th Avenue
City, State, Zip Code: Spokane, Washington 99202
Telephone Number/E-mail: 509-747-3930/pdogden@earthlink.net; jlmogden@earthlink.net

5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

6. Representation in Existing Surveys

Title:
Date: ☐Federal ☐State ☐County ☐Local
Depository for Survey Records: Spokane Historic Preservation Office

7. Description

Architectural Classification	Condition	Check One
	☒excellent	☒unaltered
	☐good	☐altered
	☐fair	
	☐deteriorated	**Check One**
	☐ruins	☒original site
	☐unexposed	☐moved & date _____

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Categories and Statement of Significance

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

☐A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.

☒B Property is associated with the lives of persons significant in our past.

☒C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐D Property has yielded, or is likely to yield, information important in prehistory history.

☐E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property:	0.46
Verbal Boundary Description:	Bordered on the north by the alley between E. 11th and E. 12 avenues; on the east by S. Sherman Street; on the south by E. 12th Avenue; and on the west by the neighboring parcel.
Verbal Boundary Justification:	Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Phillip and Jennifer Ogden
Organization: NA
Street, City, State, Zip Code: 415 E. 12th Avenue
Telephone Number: 509-280-7928
E-mail Address: pdogden@earthlink.com; jlmogden@earthlink.com
Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

_____

_____

14. For Official Use Only:

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

Date of City Council/Board of County Commissioners' hearing: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

Megan Duvall **Date**
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Attest: Approved as to form:

_____ _____
City Clerk Assistant City Attorney

SUMMARY STATEMENT

The house at 415 E. 12th Avenue was designed by Earl W. Morrison in 1911, built by Amil T. Johnson in 1912, and sold to Conrad Wolfle for $30,000 in late August of 1912. The Wolfle-Trunkey House and accompanying detached garage are a contributing property to the Rockwood National Register Historic District as defined by the National Park Service. As the first Prairie Style home built by Morrison in Spokane, the elements of that unique design aesthetic are particularly strong in this home's symmetrical layout, natural materials, quality woodwork, and window designs.[1] An article in *The Spokesman-Review* with a picture of the home dated September 1, 1912, states that Conrad Wolfle purchased a "distinctive new house at Twelfth and Sherman built along entirely new lines….as one of the most handsome residences in Rockwood" at a time when magnificent homes along Rockwood Blvd were being built and purchased by some of Spokane's finest families.[2]

DESCRIPTION OF PROPERTY

Location and setting

The Wolfle-Trunkey House was built at a time when the platting of Spokane's South Hill neighborhoods was heavily influenced by the landscape designs of the Olmsted Brothers Landscape Architecture firm, who ventured out to Spokane to assist in developing residential neighborhoods in 1909. Houses are set well back from the streets, the main thoroughfares are meandering and follow the contours of the natural landscape and rocky outcroppings, and triangle parks are sprinkled throughout the neighborhoods to emphasize the Olmsted's relaxing pastoral aesthetics. One such Triangle Park sits opposite the house at 415 E. 12th Avenue, landscaped by the Rockwood Garden Club. Mature maple trees occupy the curb areas along the sidewalk at 415 E. 12th.

Wolfle's original purchase was for lots 15 and 16 along Sherman Avenue; lot 14 was subsequently purchased by him for a sunken garden for his wife.[3] This did not materialize. Judging from a recently felled enormous linden tree and an existing beech, these trees were well-established in lot 14 by 1912 and would have been in the way of a sunken garden or tennis court, as alluded to in the article's description. Another article dated November 3, 1912 (also in *The Spokesman-Review*) notes the landscape gardeners

[1] "Frank Lloyd Wright," *Ladies Home Journal,* February 1901. The exterior of the Wolfle house is strongly reminiscent of the home plan (see Figure 19) in the *Ladies Home Journal* of February 1901 designed by Frank Lloyd Wright as "the fifth design in a new series of model suburban houses which can be built at a modest cost of $6,970." Entitled, "A Home in a Prairie Town," the LHJ article featured a prairie-style home with an arched entryway from a set back front yard, low hipped roofs extending horizontally into the environment on both the main and second levels, and a porte cochere through which the car can be driven to a garage in the back, similar to the Wolfle home.
[2] "Handsome Residence in Rockwood, Pays $30,000 for Home in Rockwood," *Spokesman-Review,* September 1, 1912.
[3] "Conrad Wolfle Adds to Homesite," *Spokane Chronicle,* October 28, 1912.

had begun work on the grounds, installing a perennial garden in the back, rose garden to the west and planting "Japanese biota" in eight rectangular 4 ft high planters which outline the property along its south and east sides.[4] These are positioned at entry points to the house - front walk and drive way, and east entrance - along the sidewalk.

Exterior

The Wolfle-Trunkey House is located on a rectangular half acre lot with 150 feet of frontage on 12th Avenue and 125 feet on Sherman Street. This 6,000 square foot house faces south and comprises three levels with a rectangular footprint of 2,000 square feet per floor. The overall impression is of a house with a semi-symmetrical design east to west, flanking a central bay window and entryway. The second-level bedroom fenestration repeats this pattern. From the front, the house appears as a two story home; however, the lot slopes from 12th Avenue down to the alley between 11th and 12th with about an eight foot drop in elevation. The basement (ballroom) level is observable from the back. The house is of balloon construction covered with rough stucco; the garage is of the same construction. The concrete foundation is not visible from the exterior - the stucco extends below current ground level. The low-pitched roof extends six feet out from the house on both the main and upper levels, as is typical of Frank Lloyd Wright and Prairie Style homes, and is clad with terra-cotta-colored composition shingles. The roof line on the main level extends out over the porch on the east, (now enclosed), and the porte cochere on the west side of the house, giving the house an overall horizontal



Front (south) facade of house, looking north

[4] "Real Estate News, Landscape Gardeners Start Work on Wolfle Home on Sherman Street," *Spokane Chronicle,* October 16, 1912.

grounding effect with the landscape. The detached garage in the back faces east with accommodation for storage above the automobiles.


Chimney on east side, looking west

The rough stucco effect of the home's exterior is achieved by throwing or hurling small pebbles onto a wet coat covering the masonry/brick material. Beneath the common brick is a roughly 1-inch air space, sheathing boards, and lath and plaster over the balloon framing. The soffits of the boxed eaves are covered with this rough cast stucco, as are the porch and porte cochere ceilings. As mentioned, the low tiered roof extends six feet out from the main body of the house, and on the south (front) side rests on piers at both corners of the living room and library (west and east). The house presents very symmetrically even though it is not; the only interruption in the lower tier is an octagonal bay with five narrow lancet windows to bring light into the grand staircase of the entry hall. The lower tier roof blends with the porte cochere roof in pitch, color, and composition of the shingles. The pitch and shingles of the upper roof are identical to the lower tier. The chimney at the center of the east end of the second floor has three flues, a chimney cap, and chimney-top dampers. A smaller chimney on the west end has two flues (original coal stove, furnace), a chimney cap, and stucco surface.

Both the garage and main house have been repainted in their original colors as discovered during the 2025 restoration: cream for the stucco, with forest green and darker green trim around the windows and doors. The new paint is historically appropriate in its color and composition.



Windows showing Prairie Style leading

Prairie-style leaded-glass casement windows are found throughout the home with the exception of the sunporch, a plate-glass dining room window, and the basement window wells on the west. The design of these windows is strongly reminiscent of Frank Lloyd Wright's Darwin D. Martin House "Tree of Life" window and reflects the architect's influence on Morrison when studying in Chicago with the Prairie School followers (see Figure 20).[5] Except for the basement window wells, all other windows have custom-built wood storm windowpanes - those with screens have removable storm panels and the windows can be opened. These screens, newly replaced in bronze, replace the disintegrated originals. The sunporch windowpanes are removable for washing and one has a screen which can replace the storm panel for the summer. The storm door to the patio has glass panes which can be lowered to reveal a screen. Storm/screen doors have been restored to the kitchen porch and porte cochere. The front door's original storm door has a stained, quarter-sawn oak frame. The original front door, of similar quarter-sawn oak, has a vertical mullion dividing it into two panels, formerly of leaded glass.

[5] John Lloyd Wright, Frank Lloyd Wright's son, gives overdue credit to the five men and two women draftsmen who made up the Prairie School along with his famous father, including Marion Mahoney (the first licensed female architect in 1898), Francis Barry Bytrne, William Drummond, Walter Burley Griffin, Albert Chase McArthur, Isabel Roberts, and George Willis. Their design ideas would inform the educators of students like Earl Morrison who studied at the Armour Institute in Chicago during that time. Elements of the Prairie School aesthetic would include the use of natural materials celebrating the textures and patterns of those materials, Japanese-screen inspired linear designs, and a penchant for bringing the outside environment into the house.



Front entry door showing mosaic, sidelights, and oak storm door

Two original leaded glass sidelights with Japanese-screen inspired design (also a Prairie School motif) flank the front door. More restoration is planned for the missing leaded glass windows and on the porte cochere door, similarly arranged. On either side of the doorway, stucco piers extend to support cast concrete urns for flowers. The east side of the entryway has space for a built-in boot bench with a mail slot. The west side of the entry way has no such bench, but the entryway maintains its symmetry with the octagonal bay encroaching from the west. The front stoop is a mosaic rug collage of light green, dark green, cream, and orange squares framed by marble. The greens and cream match the external paint colors and the orange resonates with the dark stained quarter-sawn oak of the front door and inside.

South (front) façade. The symmetry of the house here is interrupted by an octagonal tower near the center of the south façade. The tower encloses the grand staircase inside and features five tall, narrow windows reaching from the stairway landing to the second story ceiling. French doors in sets of three with leaded glass give light to the library and living room on the first floor. Directly above them shorter casement windows bring southern light to two bedrooms. Just to the east of the tower an arch designates the recessed main entrance with leaded glass sidelights and is flanked by two wall sconces made to match the ceiling lights on the west entry and within the entry aedicule. A wooden boot bench with a mail slot is built into the east side of the recessed entry. The wide eave resumes its reach from above the entry arch toward the pillar at the southeast corner.



East side facade, looking west

East Elevation. The east façade appears to have been an open sunporch with thick pillars at the corners. The porch is now enclosed with seven double-paned windows from the south wall of the porch and across the east wall. The windows on the south wall of the porch can be opened and have screen inserts. The north wall of the sunroom has exterior concrete stairs between porch and patio which appear to have been added when the porch was enclosed. There is also a screen/storm door with sidelights matching the width of the original porch opening at the top of the stairs. The bases of the sidelights are the same height above the floor as all the window ledges in the sunporch. The ceiling lantern matches the appearance of the west and south side lights. The wide first floor eave with its consistent low pitch continues as a crown above the sunroom. The east façade of the second story, set back about 12 feet from the first story sunporch, has a bedroom window toward the south and a series of three windows in the sleeping porch to the north.



Rear (north) elevation, looking southeast

North (rear) elevation. The wide first story eave ends above the sunporch. With no horizontal demarcation, the rest of the north façade looks taller than its two-and-a-half stories. All windows are leaded glass, most with permanent storm windows. There are three basement windows in each, the ballroom and servants' room, and one window in each room has a screen/storm panel for egress. One window of two in each the dining room and living room has a screen and removable storm panel. The dining room also features a double-paned picture window. Second story windows include a pair in the northeast corner of the sleeping porch, and a pair in a bedroom above the living room, one each in a closet and a bathroom.

The western-most 18 feet of the north façade projects about five feet north from the rest of the north elevation. This demarcates the basement laundry room and the kitchen above. There are three windows in this projection: basement bathroom, first story butler's pantry, and the second story bathroom. A door opens onto a 4-foot-wide kitchen porch with doors for block ice and refrigeration. Driveway stairs were originally at the west end of the kitchen porch. The stairs were moved to the east end of the kitchen porch when a back-yard swimming pool was installed in the 1970s and required security fencing was attached where the stairs had been. Under the kitchen porch is a framed-in storage shed. Windows above the shed are next to the kitchen porch door and in a second story bedroom closet.

West elevation. The west side of the house is the utility side of the house with stairs originally at the kitchen porch at the northwest corner and paired basement windows giving light to the laundry room. Above them a single kitchen window, shortened in a previous kitchen renovation, has a permanently covered exhaust vent above it. Just south of the kitchen window are a single powder room window, a radon exhaust fan, and a basement window well giving light to the furnace room.

The west façade is remarkable for the porte cochere with a low-pitched hip roof under which horses and carriages passed decades ago, and tall vans and tow trucks move today. The roof is supported by thick rectangular pillars with thick piers at their bases framing the west entrance to the house. A ceiling lantern provides light. Three single windows in the second story give light to two bedrooms and a closet. The coal chute to the basement is beneath a pier on the north side. The roofline continues west from the north side of the port cochere, across the west façade, then eastward across the south façade where the port cochere's roof pitch matches that of the long first story eave and emphasizes the horizontal lines of the house.

Exterior lighting. Original outdoor lighting is a feature of the main (south) entryway. The four-sided lanterns are copper with a dark green patina, four glass panels flared at the bottom, single bulbs, with a design that echoes the leaded sidelights of the front door. The front entry has an identical ceiling fixture in the aedicule and sconces on either side of the arched opening. The porte cochere has a reconstructed single ceiling fixture identical to the ones at the front door, as does the sunroom, and the kitchen porch has a similar reconstructed fixture mounted as a sconce. Added outdoor security lighting includes two flood lights at each of the southwest and southeast corners under the second-floor eaves and above the kitchen porch. Exterior garage lighting includes a similar lantern sconce at the east end of the carport and recessed ceiling lights all connected to a motion sensor.

Interior, Main Floor

From the front, one enters the house by the front door just to the right of a large oak stairwell with narrow bay windows extending up two floors to the bedroom level.



Entry foyer, looking west, main stair to left

In the entry hall quartersawn oak adorns the walls from floor to ceiling on the north, south, and west. Doors to the west lead to the library and to the servants' hall. Between them is a large mirror with baroque framing which is believed to be original to the home. Straight ahead to the north are leaded glass French doors to the dining room, with a Japanese-screen design. To the east are two squared columns with Doric capitals and a distinctive three pendentive drop motif. A large box beam rests on the capitals and frames the broad entrance to the living room.

The white oak flooring of the entry hall continues in the living room where the walls and ceiling are lath and plaster. Finely grained oak in the crown and baseboard molding and in the door and window frames reflect the quality of the woodwork chosen for this home. The windows on the south wall are a pair of French doors separated by an identical panel of leaded glass. All three are now covered with stopped-in storm windows. The exact same pattern is found in the library's south wall windows. The north wall windows have a pair of casements, one with a stopped-in storm and the other with a removable storm panel which can be opened to let a breeze in through the window screen. Identical casement windows are on the north wall of the dining room. The narrow doors on either side of the living room fireplace access what was once an open-air porch. Windows and storm panes were likely added in the 1950s, with the addition of baseboard heat, to make the room usable year-round. The floor has indoor/outdoor carpet. One window on the south wall retains its screen and can be opened for fresh

air. A separate stairway enters into the house by means of the sunroom on the main level from Sherman Street.

The real attraction of the living room is the fireplace. When the Ogdens purchased the house in 2005, the brick above the oak mantle was covered with Beaverboard and painted to match the walls.[6] Below the mantle the brick and sandstone were likewise painted to carry on the monochromatic motif. In 2007 the Beaverboard was removed to reveal smooth high-quality brick in perfect shape and a sandstone lintel that had been chiseled flush with brick to cover them with as little reveal as possible. This damaged lintel was removed and its proper texture restored, before placing it back in the fireplace. Below the mantle; the painted bricks, sandstone, and mortar were stripped as much as possible, and the remaining paint covered with gray stain appropriate for dark mortar. Wall to wall carpeting was removed to reveal the original oak floor in excellent condition. Wires for chandeliers, which are period-appropriate reconstructions, were sought and found in the ceiling. Sconces indicated by non-functioning switches were restored to each end of the mantle. Spotlights for art works were added; modern wiring restored full function to switches. The molding in the living room is beautifully crafted quarter-sawn oak, finely joined.



Living room with fireplace, leaded glass doors lead to sunporch

[6] Beaverboard is a fiberboard building material, formed of wood fiber compressed into sheets, similar to Masonite.

The dining room is entered from the living room by way of leaded-glass French doors in a Japanese screen-lattice pattern characteristic of the Prairie School. Seventy-one inches of quarter sawn, tiger-striped oak wainscoting adorns the walls, topped with a plate rail. The walls above are faux painted with two-toned blue highlights. Above that is a picture rail and twelve inches of dark oak cove molding at the ceiling. The ceiling is sheetrock after an upstairs bathtub overflow resulted in ceiling failure many years ago. The large picture window in the dining room had a view of Mt. Spokane before the trees grew and a neighboring house was moved to 11th and Sherman, obscuring the mountain view. The chandelier is a modern reconstruction of a period-appropriate fixture.

Through the swinging door on the west wall of the dining room is a butler's pantry. This space was restored during a kitchen remodel 17 years ago. The south wall of the hall between the dining room and kitchen was found to be of modern 2x4 construction. When removed, the space opened to the original countertop wrapping the space, cabinet drawers beneath, and cabinets above missing their glass panel fronts. A few original brackets, cabinet doors, and hardware remained to guide the restoration of the butler's pantry. The laundry chute and ceiling light are original. Updates include quartz countertops, a pair of drawer dishwashers, a bar sink with instant hot water tap in the location of the original, a beverage refrigerator under the counter, and an antique/period appropriate decorative slipper above the bar sink.

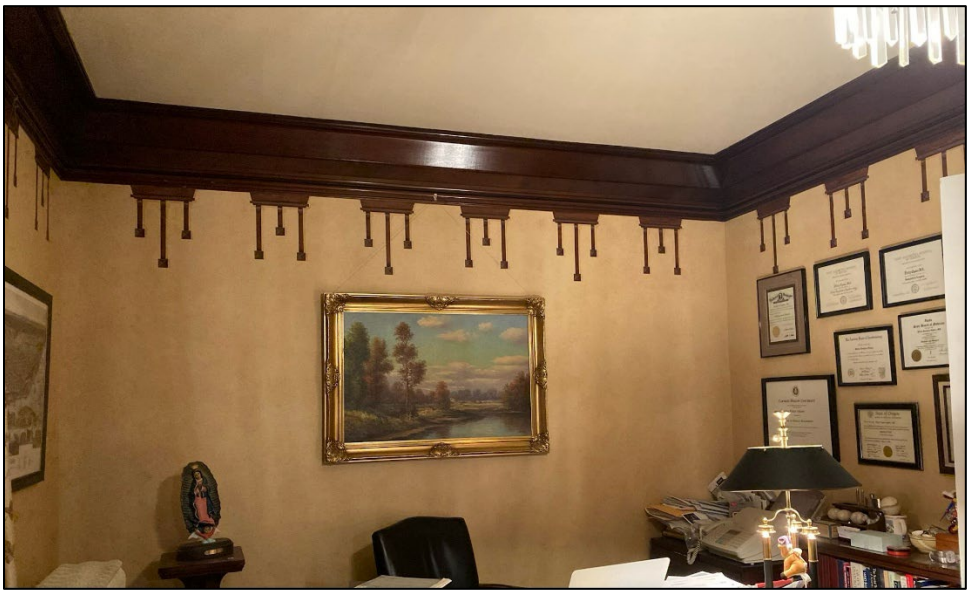


Butler's pantry, south side

Moving to the kitchen, note that using the exterior backyard stairs for delivery of ice and dairy is long obsolete, yet the original insulated icebox doors remain on the exterior of the kitchen. The range hood exhaust taps into the original furnace chimney stack. A double sink is under the window on the west wall. Originally the sink and drainboard were where the refrigerator/freezer is now. The original west window opening as seen from outside indicates there was no counter or cabinetry where the sink is now, but the northwest corner of the kitchen may have had some cabinet storage and counter space. Instead of a countertop peninsula, there was likely a moveable worktable. The beadboard of the butler's pantry and shelving units were recreated in the kitchen for a continuous aesthetic between the two related rooms. Lead/zinc-paned casement windows were reconstructed to echo the designs of those on the rest of the main

floor.[7] The kitchen porch door and transom window on the north wall are original. The kitchen walls and ceiling, having endured at least three remodels, lack their original lath and plaster, and are covered in drywall instead. The unique kitchen ceiling light fixture is original.

A powder room is to the south of the kitchen and the servant's stairs opposite proceeds to the bedroom level on the second floor. The powder room appears to have the original floor tile. A hallway extends from the porte cochere entrance to the entry hall alongside the stairway and the library



Drawn pendentives border in library

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The library features a pair of leaded glass French doors separated by a full-length leaded glass panel identical to those in the living room. The door and window frames, crown and baseboard molding, and built-in bookshelves are mahogany. On the walls, artist Kelly Boyle created a trompe l'oeuil border with the three wooden (actually pastel) pendentives to echo the motif on the pillars in the living room.

Interior, Second Floor

The second level of the house is accessed by the main oak staircase to a central hall, or from the servants' stairs across from the powder room. The main staircase is in the entry hall. It features quarter sawn oak balusters milled with the same triple pendentive motif as the living room pillars, three capped newel posts (bottom, landing and at the top), and

[7] Visitors from the family living in the home in the 1950s saw the recreated lead-paned kitchen windows on a tour of the home, and exclaimed, "Oh, you found the original windows!"

five tall narrow leaded glass lancet windows, with a linear geometric pattern matching the French doors to the dining room. The hallway landing floor is white oak, as are the bedroom floors throughout the second floor. The walls and ceilings are lath and plaster throughout the second floor.



Balustrade on main oak staircase

Facing north at the top of the stairs, there is a large/double bedroom to the left or west. The south wall of this bedroom has a pair of leaded glass casement windows separated by a same size leaded glass pane with a stopped-in storm window.

A leaded-glass door on the east wall of the second-floor hall gives access to the master bedroom suite. The five-bulb antique light fixture in the middle of the ceiling is not original, but most other fixtures on the second floor are believed to be. The walk-in closet has a built-in wardrobe and drawers. A window with screen and storm is on the south wall of the walk-in closet. The south wall of the bedroom has the leaded glass casement triptych like the westernmost bedroom in a symmetric location and centered above the living room south wall French doors. The east wall has a single leaded glass casement window like the west wall window in the double bedroom.

The main feature of the east wall is a fireplace with hearth and surround of red tile, with white enamel corbels supporting the white enamel mantle. The masonry above and to the sides of the fireplace is plastered smooth like the walls and suggests a smaller, more intimate space, compared to the living room and basement with their fireplaces. The sleeping porch is accessed from the leaded glass door on the north wall of the master bedroom and is almost entirely comprised of leaded windows, affording not only a cool breeze in the summer but excellent light and views at tree-top level. The master bathroom has been updated with a whirlpool tub/walk-in shower and heated floor, and the herringbone-patterned tile is inspired by the original floor. The framed gold angels in the artwork hanging in the cabinet area of the bathroom is all that could be saved from the Vitrolite dado of the original bathroom. Now the walls have tile below the dado rail and in the tub/shower enclosure.

The family bathroom at the top of the servants' stairs was restored with a ball and claw foot tub, new floor, and rebuilt casement window with screen and storm in 2007.

The bedroom at the northwest end of the servants' hallway has its casement windows (west wall and north wall in closet) rebuilt with screens and storms.

All windows on this level are of the same linear Prairie School design as the main floor. These windows open to screens with removable storm panes. An identical set is found in the master suite, and each set of windows is centered above French doors on the floor below. There is a single casement window with screen and storm on the west wall, and another like it on the west wall of the walk-in double closet. Door and window frame woodwork is painted with an ivory satin finish throughout the second floor instead of the original white enamel indicated in newspaper articles of 1912. This includes built-in cabinets and drawers throughout the second floor. Walls and ceilings are lath and plaster except where repairs or wiring upgrades had to be made. There is no crown molding on the second floor, only a picture rail painted white which is believed to be original.

Interior, Basement/Ballroom level

The basement is accessed by a wide staircase between the entry hall above and the basement landing hall. Midway is a landing surrounded by the external octagonal bay. Wood above the midway landing is quarter-sawn and stained oak like the main level, with stained fir below. The basement stairs and trim were painted dark brown; these have all been stripped and stained to reveal the original fir with striking grain. At the bottom of the stairs is a ballroom/billiard room to the right, a door straight ahead to a guest room (originally servants' suite), a door to the left to the pantry (fruit room), furnace room, and laundry room, and a door behind and left to a storage room under the stairs. All the fir doors have been stripped and stained to showcase their original grain on the basement landing side and painted on the opposite side.

The original newspaper article describing the ballroom noted the large fireplace and massive beamed ceiling.[8] Before the recent restoration there were no beams, just shadows on the crown molding at the north end of the fireplace brick and on the wall opposite as if there had been a temporary wall dividing the space. The rustic fireplace brick and sandstone were painted in a monochromatic scheme matching the walls. Stripping paint from the brick and sandstone uncovered a white surface which could not be stripped and is thought to be a wash of Portland cement. Chiseling small spots of this wash revealed a variety of underlying brick color and texture, some possibly clinker brick. The tight mortar joints suggest this fireplace masonry was meant to be seen and appreciated, not covered. The fir mantle and lintel have been stripped and stained like the crown and baseboard molding, revealing a geometric design. The bricks and mortar have all been faux painted individually giving a rustic appearance and bringing forward the original color under the immovable whitewash.

[8] "Handsome Residence in Rockwood," *Spokesman-Review,* September 1, 1912.



Restored fireplace and box beams in basement ballroom

Strongly grained box beams are now restored to the ballroom ceiling, echoing the grain evident in the original fir of the baseboard and stairway. The floor is a vibrant orange and blond maple in the landing and ballroom. Three leaded-glass casement windows open inward to the ballroom. All leaded-glass windows in the basement level are of the same Prairie School design as the main and bedroom levels. Two of the windows have permanent storm windows and the third has a screen and no storm and serves as an egress window. All are covered with burglar bars and the egress window's bars can be unlocked and pushed out. The walls below grade are concrete with brick above grade.[9] Interior walls and ceilings are lath and plaster. The two matching five-bulb chandeliers in the ballroom are original, and a modern re-creation chandelier hangs at the base of the stairs.

The guestroom floor in the basement is stained fir. The walls are papered and the ceiling is pale blue with an antique, period-appropriate five-bulb chandelier in the center. The guest room has a double closet and an ensuite bath. There are three windows on the north wall identical in design to those in the ballroom. The bathroom is accessed either through the bedroom or from the laundry room. The bathroom floor is linoleum on concrete, six inches below the fir floor of the bedroom. The dropped ceiling hides water pipes, wires and cables. There is a fluorescent light fixture flush with the dropped ceiling and sconces on either side of the mirror.

[9] A previous owner indicated that the daylight basement was made possible by hard-digging two feet below grade during original construction.

At the basement landing, there is a door to a storage room/wine cellar under the stairs. There is a six-inch drop to the concrete floor and a radon pipe is visible. To the right of the stairs is a door to the servants' hallway. Again, there is a six-inch step down to the concrete floor. On the left is the fruit room with built-in cabinets for storing canned fruit and an antique drop light? fixture. To the right of the fruit room is the furnace room. The coal chute is boarded up, but the residue of coal dust remains on the walls and ceiling. The original furnace was replaced with an oil furnace, and that was changed out for a natural gas burner that provides hot water radiant heat for the house, utilizing the original cast iron radiators with floral patterns throughout the home.

To the right (north) of the furnace room is the laundry room with the original double utility sink, washer and dryer, water softener, tankless water heater and chest freezer. The basement has an egress door to the patio at the northeast corner of the room.

The concrete basement floor is painted red in the utility room, fruit room, and hallway at the base of the servants' stairs. Narrow wooden stairs lead up to a small servants' hallway on the first floor with access to the kitchen, powder room, porte cochere, library, servants' hall to main entry hall, and the continuation of the servants' stairs to the second floor.

GARAGE

Originally a driveway proceeded from Sherman Street to the garage at the north end of lot 14, then curved to the south, passing through the port cochere and meeting 12th Avenue between two of the stuccoed concrete planters. The garage was originally designed to house two automobiles side-by-side with a garage door for each. A one-car garage was built instead. Wolfle purchased a Cadillac in 1912 and another in 1915. The garage is brick with wood framing and covered with the rough cast stucco on the exterior and exposed brick on the interior. There are two single-pane casement windows on the south wall at ground level and two on the east wall and south wall, in the storage loft above. Pencil notations in the garage on the wooden stair railing dating from 1918 indicate mileage for tire wear and oil changes. The carport was added in ca. 1975 and has recently been rebuilt.



Garage and carport, looking northwest

CHANGES OVER TIME

The architectural integrity of the house and grounds remains intact to this day with very few changes. The footprint of the house itself has not changed, and the interior has been maintained with an eye to preservation or restored as close to its original appearance and quality as possible.

The master bathroom has been updated, inside the original bathroom dimensions, and the original flooring has been restored.

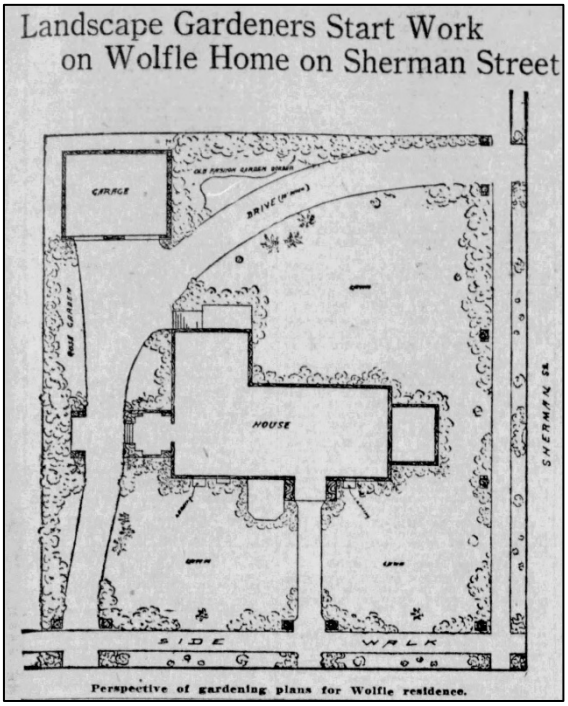
The faux painting of the ballroom fireplace (necessitated by the Portland cement), restored the color and emphasized the textures of the original brick. The sandstone lintel in the ballroom is a remarkable faux painting, indistinguishable from the stone.

In the back yard, the driveway from Sherman Street was removed when the swimming pool was placed in 1975. The stairway from the kitchen porch to the driveway was reversed from west to east to terminate within the fenced area for safety.

A shed-roof carport was attached to the south side of the garage with a wood frame and rustic wood slats for a privacy wall, (probably installed in the 1970's), was demolished in 2025 and replaced with a new carport designed to match the original porte cochere of the main house. Construction of this carport included poured concrete footings, a one-foot-

thick knee wall, and three weight-bearing posts covered with plywood and chicken-wire substrate for a rough stucco coat, including on the carport ceiling. A low-pitch metal roof consistent with the 1912 construction was color-matched to the red composite shingles of the house and garage roofs. The result is a carport that looks like it belongs to the property and is fully in keeping with the Prairie Style. A garden with raised beds and paved paths has been placed to the west of the garage.

A white vinyl security fence now surrounds a 40-by-20-foot swimming pool and patio with locking gates where the fence meets the northeast and northwest corners of the house. A vegetable garden with raised beds and paved paths has been placed to the west of the garage.



Site Design in 1912

The light fixture in the servants' hall going up is a 2025 addition and air conditioning has been added to the second floor. Attic access had been at the top of the servants' stairs in the stairwell and has been moved three feet to the north in the hallway.

The knob and tube wiring throughout the home has been replaced with modern wiring in accordance with insurance company expectations. No woodwork was damaged to accomplish this necessary task.

In April of 2024, the Ogdens hired Brian Westmoreland of Authentic Restoration Services to restore and repair the home as closely to its original aesthetic as possible.

SUMMARY OF INTEGRITY

The Wolfle-Trunkey House retains a high level of architectural and aesthetic integrity of location, design, materials, workmanship, and is in excellent condition. It is a singular example of the Prairie School style and Earl Morrison's genius in Spokane.

STATEMENT OF SIGNIFICANCE

The 1912 Wolfle-Trunkey House on Spokane's South Hill is contributing to the Rockwood National Register Historic District but is also individually significant and eligible for listing in the Spokane Register of Historic Places. It is significant under Category B for its association with persons important to our past, for its association with Conrad Wolfle, a successful mine owner of the United Copper Mine, among others, who also became prominent in other lines of business. He owned and lived in the house from 1912 to 1919. It is also significant for its association with Harvey Trunkey, who became involved in the wholesale grocery business in Spokane and was ultimately the owner of the longest running wholesale business in the city, at 50 years. Turnkey and his family lived in the house from 1919 to 1943. The house is also significant under Category C, for both its design and as the work of a master architect. It is an exemplar of the Prairie School in Spokane and the first Prairie School style house in Spokane by Chicago-trained prodigy architect Earl W. Morrison. The house was built by Amil Theodore Johnson, who constructed numerous houses on Spokane's South Hill and was a long-time associate of Morrison. The singular house retains excellent integrity and is in excellent condition.

HISTORIC CONTEXT

The Rockwood Historic District

The Rockwood Historic District was listed as a National Register Historic District in 1997 and is a prime example of the City Beautiful Movement made famous by the Olmsted Brothers of Brookline, Massachusetts nearly a century before.[10] In 1908, these famous landscape architects were brought to Spokane by Aubrey White, the first President of the Spokane Park Board, to take advantage of the natural topographic features of the region. White, J.P. Graves (who owned much of the land on Spokane's South Hill), and David Brown (who owned neighboring tracts to Graves'), knew that homes located near parks would support a healthier, happier citizenry - and hence be more desirable and profitable. The rocky outcroppings, basalt bluffs, ponds, and mature Ponderosa stands on Spokane's South Hill provided an ideal canvas for Olmsted's designs, characteristics of which included pastoral, winding streets, triangle parks (three are near Garfield Road and one is at 12th and Sherman, south of the subject property), and houses that are set well back from streets lined with mature trees.

Beginning at Rockwood Boulevard and 11th, two stone pillars topped with martin houses announce the commencement of Rockwood Boulevard; similar pillars are present at Highland Boulevard and Hatch Street.[11] Remains of the street car line established by J.P. Graves can still be seen between Upper Terrace and Arthur Streets on the south side of

[10] Glenn Warren Davis, "David and Edith Ackerman House," Spokane Register of Historic Places Nomination, April 15, 2011. https://properties.historicspokane.org/property/?PropertyID=2044.
[11] "Picturesque Rockwood Boulevard, an Addition of Ledges, Pines and Views," *The Spokesman-Review,* August 11, 1909:33

the boulevard; the line would have run along the now flat grassy area, and stone steps which would have led up to the platforms are still visible at Rockwood Boulevard and Syringa Road. The Rockwood Historic District stretches from Hatch Road to Arthur running west to east, and from 10th and Rockwood Boulevard to 29th Avenue, north to south. The varied topography includes 350 equally varied homes which were built from 1908 into the 1960s, the majority of them prior to World War II.



Olmsted-designed triangle park at 12th and Sherman

Spokane's leading architects were quick to take up the challenge of filling this desirable area with fine, distinctive mansions and cottages, set back on large lots of varying sizes. Tudor, Prairie, Colonial Revival, Spanish, and Arts and Craft Bungalow styles, as well many others can be seen along meandering Rockwood Boulevard and many of the side streets.[12] Architects such as William Hyslop, Gustav Pehrson, Archibald Rigg, John Anderson, and Earl Morrison showcased their talents with many and varied designs. The triangle park at 12th and Sherman is encircled by a veritable portfolio of styles by Earl Morrison, showcasing his Prairie School (facing 12th), Tudor Revival (facing Sherman) and Colonial Revival styles (facing Rockwood Blvd).

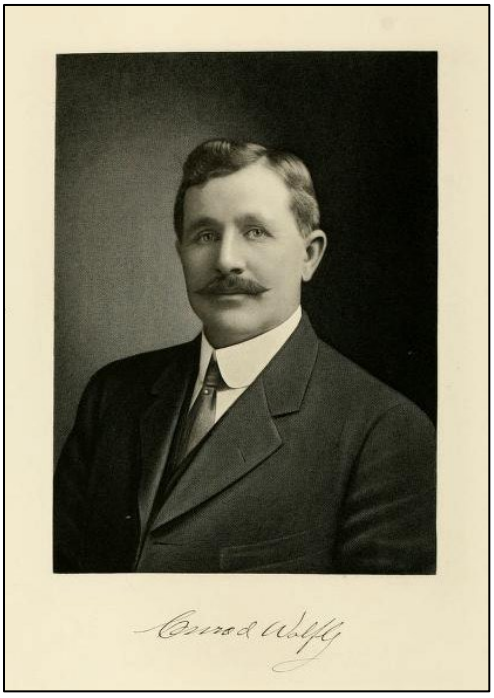
Also notable is the Neo-Gothic Cathedral of St. John the Evangelist, celebrating its 100 year anniversary this year (begun 1925, last addition 1972). A magnificent work of native sandstone and Connick studio stained glass, it was designed by Harold Whitehouse and finished in his lifetime; a remarkable feat considering that most cathedrals take

[12] City of Spokane, "Rockwood," *Shaping Spokane,* rockwood.spokaneneighborhoods.org, accessed March 3, 2026.

hundreds of years to complete. This is a testament to the vision and commitment of early Spokanites. The historic brick Rockwood Bakery on 18th, and Spanish-style Hutton Elementary School at 24th and Hatch are other notable non-residential buildings which add character and neighborhood identity to the district.

United Copper Mine Owner Conrad Wolfle, Jr.

Conrad Wolfle Jr. lived in the house at 415 E. 12th Avenue from 1912, just after it was constructed, until 1919.



Conrad *Wolfle in 1912*

In 1871 the Spokane Tribe of Indians had been living seasonally and fishing at the Spokane falls for centuries, if not millennia. They had sporadic contact with Euromericans in the previous 100 years and had been exposed to their way of life and threat of illness that came with it. Thus, it may not have been a happy development when James Downing and Seth Scranton, homesteaders from Montana arrived and began farming and ranching. Two years later James Glover of Oregon came to the falls to evaluate the area for future development. With the natural power source and the idea that a transcontinental railroad would soon traverse the region, Glover decided to stay and bought out Downing and the Scranton. The Northern Pacific railroad arrived from the west in 1881 to serve a population of 1,000. When A. J. Pritchard, an Idaho lumberjack/prospector found gold in the tributary creeks of the Coeur d'Alene River in 1883, the Northern Pacific was all too happy to transport prospectors. Glover made a fortune in real estate and is remembered today as the Father of Spokane. The city's economic engine in its first five decades would be mining.[13]

Meanwhile life was getting complicated for German ex-pats in what was then Russia. In the 1760s Czarina Catherine the Great invited German farmers to the plains of Ukraine and the Volga watershed to make the land productive. German farmers found themselves landless unless they were eldest sons, and Catherine the Great was offering them breathing room. She promised they could keep their language, schools, and religion, and no mandatory military service. Over time these promises were eroded, and these Germans-from-Russia were looking to relocate in the latter 19th century as American railroad companies were looking for customers to serve.

[13] Tony and Suzanne Bamonte, *Spokane Our Early History*. Spokane, WA: Tornado Creek Publications, 2011:6.

This is how Conrad Wolfle, a native of Bessarabia, came to immigrate to the US at the age of six in 1878, aboard the *Mosel* with his parents Konrad, Sr. and Anna Meyer Wolfle, and two older siblings. They settled in South Dakota for ten years, where three more children were born to them, before relocating to Portland, Oregon, where their last child was born.

With an eighth-grade education at the age of eighteen, Conrad, Jr. tried farming and railroad construction.[14] Durham's biography says he first came to Spokane in 1895, though he is not listed in a city directory until the Williams Official British Columbia Directory lists him as a miner in Rossland, 1899.[15] That same year he married Paulina Koch, daughter of the Congregational minister of Ritzville, Washington. Polk's Directories list him as a prospector living with his parents in Portland in 1901. Conrad Wolfle is not in the 1900 US census or the Canadian census of 1901. He appears in the 13 Mar 1901 *Spokane Chronicle* as an "expert in marble" touting the Spokane Marble company's quarry.[16] It may be that he was residing in British Columbia during the 1900 US census, and in the US during the 1901 Canadian census. In 1902 Wolfle was listed as a prospector in the Portland directory and in the Spokane directory as the manager of Golden Monarch Mining and Milling in the Mohawk Block with his home at 13th and Sheridan. In 1904 he is the secretary and manager of the Golden Monarch with a home at 368 E. Blaine Avenue (now 7th Avenue). He and others formed the Golden Monarch Mining Company in Rossland, British Columbia, before returning to Spokane. The company office was moved to Ritzville in 1903. The United Copper Mining Company was formed in Spokane with many of the same associates in 1906.

Newspaper reports of Wolfle's Ymir, British Columbia, mines near Rossland were always optimistic with the next big strike just ahead, equipment to be installed, debts to be paid soon.[17] Overstated promotions and under-capitalization became the story of Conrad Wolfle's career. Not content with a mining fortune, Wolfle had other interests like a sanitarium on the shore of Medical Lake, and a scheme to filter biologic contaminants from Medical Lake water which would be bottled and sold for its healing properties for the benefit of those who would drink it.

The United Copper mine was acquired by Judge A. V. Shepler of Chewelah in 1891. Development continued until 1906 when Conrad Wolfle acquired the Shepler group of mines near Chewelah, about a mile south of the Copper King mine, for a group of eastern investors. That's when the United Copper Mining Company began to ship ore from their Widow's Mite claim. At United Copper's first annual meeting in January of 1907 Wolfle

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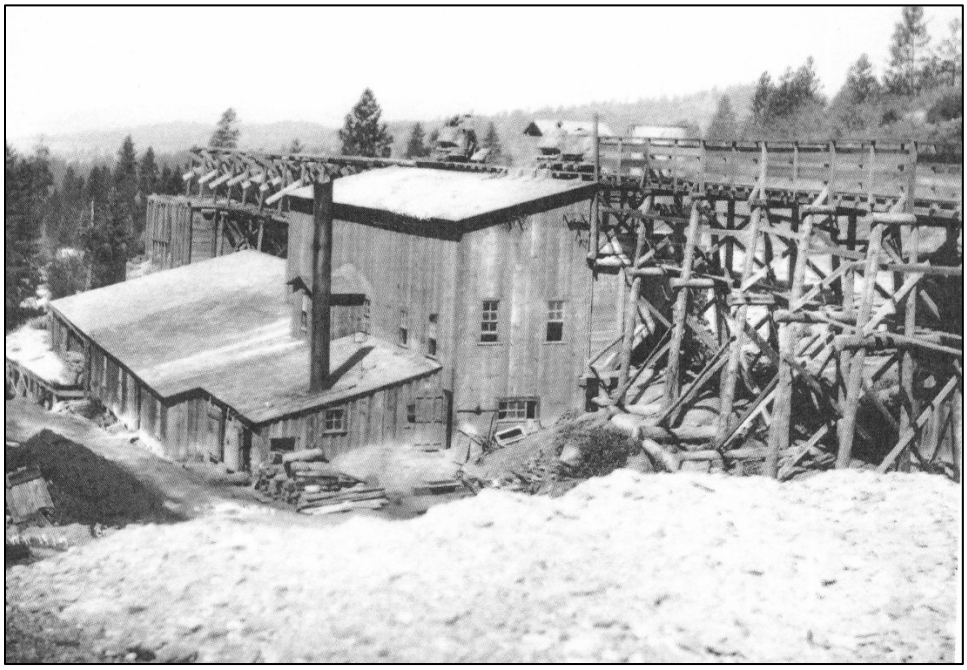
[14] US Census, 1940. Sources of information in this section are from US census records, city directories (Spokane. WA, Portland, OR, Oakland, CA and Rossland, BC), immigrant lists, and other vital statistic records as found in *Ancestry.org.*

[15] N.W. Durham, *History of the City of Spokane and Spokane Country Washington From Its Earliest Settlement to the Present Time, Volume II.* Spokane, WA: S. J. Clarke Publishing Company, 1912:202-205.

[16] "Varied Hues in Marble," *Spokane Chronicle,* March 13, 1901:2.

[17] "Monarch Will Ship," *Spokane Chronicle,* March 26, 1901:8.

told of plans to build a six-mile rail spur between the mines and the Spokane Falls and Northern (SF&N) tracks in Chewelah. His expectation was that the mines would produce in a year the $25,000 needed to build the six-mile spur.[18]



United Copper Mine, Chewelah, Washington (no date)

In 1907 news of mining progress was muted by Wolfle's foray into Spokane politics. He ran for the Republican nomination for the 1st precinct city council seat. The party did not endorse any candidate until after the primary. Just a few days before the election, Wolfle told the *Spokane Chronicle* that he had been approached with an offer to be hired as city engineer if he would drop out of the race. Wolfle decried this as a bribe and refused the offer. When the votes were counted, Wolfle finished a close second in a four-man race. Meanwhile Wolfle was hired as mine engineer by the Nellie S. Mine about a mile south of the United Copper. They struck ore in June.

Mining and ore shipments continued through 1908. In January 1909 Wolfle announced that he had sold the last 140,000 shares of United Copper stock to a Seattle investor which enabled the company to get out of debt and have cash left over to continue development. The annual meeting two weeks later brought the promise of a dividend in the near future. Also, the SF&N assured Wolfle that construction of the rail spur would begin in the spring. Grading was underway in June.

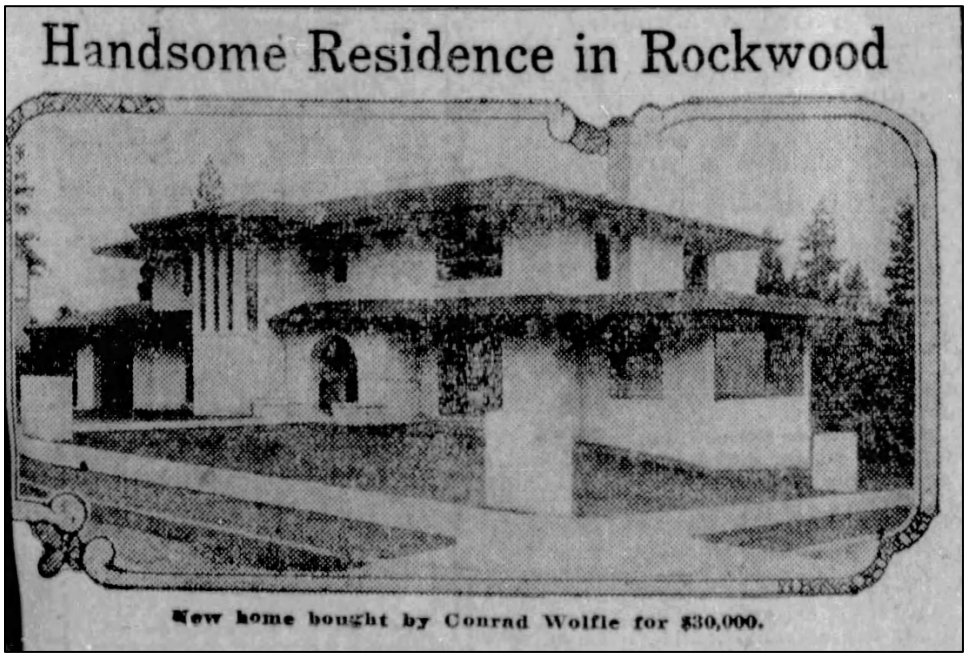
[18] "Electric Railway to Mines Near Chewelah," *Spokane Chronicle,* December 1, 1906:1.

Conrad Wolfle's information in the 1910 US Census is noteworthy.[19] He claims to have been born a US citizen in South Dakota, not naturalized. His baptism record as an infant in Bessarabia in Eastern Europe is available and gives the date as 27 September 1871. Immigration records include passenger lists where Conrad, Jr. is listed with parents Conrad, Sr., Anna, sister Caroline, and brother David, aboard the *Mosel* arriving 13 April 1878.[20] The US Census of 1880 shows the Wolfle family in Hutchinson County, South Dakota, with the entire family born in Russia except youngest child Barbara, born in "Dakota," a territory. Certainly Conrad, Jr. would have had life-long memories of a transatlantic voyage at the age of 6 ½. He must have known where he was born, but he falsely recorded South Dakota as his birth place for the rest of his life.[21]

Mining in the Chewelah District continued apace in 1910 and 1911. By the end of 1911 United Copper had a net profit of $20,000 per month. The 16 March 1912 *Spokane Chronicle* included Wolfle in a review of mining men who were meeting with success. The Copper Queen claim was leased for two years. A dividend was teased in a May announcement. Hiring was up in June when a dividend was formally announced, to begin 1 August at $10,000 per month. Share prices rose. Copper-silver ore was uncovered. At the close of 1912 a total of $40,000 in dividends had been paid.

Surveyors were plotting a mile-long aerial tramway connecting the Aurora and United Copper mines with the anticipated rail spur to be built to the Chewelah tracks.

[19] All vital statistics records are available on *Ancestry.com* under the name Conrad Wolfle (or variations of the spelling), unless otherwise noted.
[20] Conrad Wolfle in the "New York, U.S., Arriving Passenger and Crew Lists," *Ancestry,* accessed February 2026.
[21] There was likely no advantage to claiming birth citizenship rather than naturalization. Circa 1880 naturalization procedures were rather simple. An adult (over 21) male needed to file a declaration of intention ("first papers") after having lived in the US for two years, then live in the US continually for at least three more years, before filing a petition of naturalization ("second papers") and swearing an oath of loyalty to the US and renunciation of loyalty to any other nation or ruler. Women were granted citizenship by virtue of marrying a citizen. Minor children were granted citizenship (derivation) upon their fathers' naturalization. Thus, citizenship depended on the status of the husband/father. The 1900 census shows Conrad Wolfle, Sr., as naturalized. It is not known whether Conrad Jr. obtained naturalization by derivation or through undertaking the naturalization process on his own. His reasoning for falsely claiming that he was born in South Dakota is not known.



Conrad Wolfle House in Rockwood, 1912

1912 was a big year on the home front. Conrad Wolfle bought a home designed by Earl Morrison and under construction by A. T. Johnson according to the 1 Sep 1912 *Spokesman-Review*.[22] In October plans for a two-car garage, landscaping, and a sunken tennis court were shown.[23] Wolfle's purchase of a new Cadillac touring car was noted in the April 2nd *Spokane Chronicle*.

Wolfle signed a contract in January 1913 to buy electricity for the United Copper and Aurora mines for 10 years from the Stevens County Light and Power company. In February it was reported that only the last mile of the rail spur remained to be surveyed, and half of the rail bed had been graded. Electric milling and concentrating equipment was purchased in April, and by October it was in operation.

United Copper owners sold part of the Old Sport group of mines which they had bought just a year earlier on Vancouver Island. The new owners, Cullen and Bacon of the Stewart mines in northern Idaho, paid $500,000 cash and covered the remainder of Wolfle and company's $70,000 bond. Cullen and Bacon were associates of August Heinze, one of Butte's Copper Kings. Old Sport sold a few months later to the Stewart Mines which had been part of Heinze's holdings.[24]

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[22] "Handsome Residence in Rockwood, Pays $30,000 for Home in Rockwood," *The Spokesman-Review,* September 1, 1912:25.
[23] "Landscape Gardeners Start Work on Wolfle Home on Sherman Street," *Spokane Chronicle,* October 16, 1912:16. "Conrad Wolfle Add to Homesite," *Spokane Chronicle,* October 28, 1912:21.
[24] "Buy Rich Claims," *Spokane Chronicle,* January 3, 1914:2.

United Copper went up on rumors of a high-grade ore strike which Wolfle confirmed. On April Fool's Day in 1914 he was feted by the Mining Men's Club at the Hotel Spokane. Judge George Turner was the toastmaster, and Conrad Wolfle's friends and business associates took turns lauding his hard work, astute judgment and luck.[25] On Tuesday, 26 May, there was an automobile caravan with dozens of cars leaving Spokane in the morning and stopping at the springs three miles south of Chewelah where they were met by the town's dignitaries and a brass band which led them into town as if in a Roman triumph. By May Wolfle had a majority ownership stake in the Stevens County Light and Power company. There was a mine inspection in the afternoon, and dinner at the Yale Hotel with Judge Turner again as toastmaster.

Conrad Wolfle was also getting notice for non-mining and social activities. He was named to the board of directors of Fidelity National Bank in Spokane.[26] His wife's musicales at home made the social pages. One of those events featured, among other performers, Miss Madeleine Byler. One could also read of the Wolfle's summer vacation plans and their Ritzville niece's wedding at the Wolfle home in Spokane. There was a November 1914 dance party at the Wolfle home. Charity contributions were made for the impoverished during the lean, cold winter months.

Wolfle bought a new Cadillac in July, 1915. He also bought an empty lot on the west side of Cedar between Sprague and 1st Avenues with the intent of building a garage.

Wolfle was in a party of 60 Spokane businessmen who took a two-day inspection tour of the Coeur d'Alene districts, including Nine Mile and Beaver Creek mines. Three weeks later Wolfle was in the Nine Mile area for several days. On November 1 the *Spokane Chronicle* noted that the United Copper was for sale and a deal was imminent. On the 17th it was reported that Wolfle was president of the recently formed Red Monarch Consolidated Mining Company with offices in Spokane's Hutton Building and his brother-in-law serving as secretary-treasurer.[27] A group of several mines was added to Red Monarch's holdings in December. The capital needed to make the Red Monarch purchase was likely the impetus to put the United Copper on the market, and Wolfle no doubt had a firm price in mind. Despite the street rumors in November 1915 the United Copper sale did not close then or later, so money would have to be raised.[28] Starting 19 December 1915 Wolfle published a series of ten full-page advertisements in *The Spokesman-Review*, attempting to attract investors, each running once, and followed by the next in a couple days, ending 15 January 1916.[29]

Two weeks after the last newspaper ad, Pauline Wolfle was reported to be seriously ill with heart failure. She died at her Spokane home 7 February 1916 at the age of 36.[30]

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[25] "Celebrate Strike at Large Banquet," *Spokane Chronicle,* April 1, 1914:15.
[26] "Wolfle Becomes Bank Director," *Spokane Chronicle,* May 25, 1914:20.
[27] "Wolfle Leads Red Monarch," *The Spokesman-Review,* November 14, 1915:14.
[28] "United Copper Deal Proceeds," *Spokane Chronicle,* November 1, 1915:6.
[29] "Buy Red Monarch Consolidated," (ad), *The Spokesman-Review,* January 11, 1916:15.
[30] "Mrs. Wolfle Dead of Heart Trouble," *Spokane Chronicle,* February 8, 1916:15.

Durham's biography of Conrad states they had two children both of whom died young, though birth or death certificates were not found to support this.[31] Mrs. Wolfle developed valvular heart disease, perhaps from rheumatic fever for which there was no antibiotic therapy at the time. Upper respiratory infections, trivial to most, were serious illnesses for her. She left an estate worth about $200,000 in June, mostly in mining stocks (Red Monarch, Belmont Banner, United Copper), and stocks in Fidelity National Bank, in the General Machine company, which was owned in part by her brother-in-law Gale Smith, and in Stevens County Light and Power. About $40,000 was in cash and real estate. On 13 October 1916 the executor, Conrad Wolfle, submitted a total of $122,024 in property and stocks against about $35,000 in debt for a total of about $90,000.[32] The difference in estate value over four months perhaps was due to the valuation of mining stocks, volatile even in times of stability. Wolfle donated a set of 20 Swiss chimes to the Westminster Congregational church in memory of Pauline.

Wolfle bought the City Market building on 2nd Avenue at Stevens in Spokane on January 2, 1917. Spokane society was surprised to learn of the engagement of Madeleine Byler, a 24-year-old pianist, and Conrad Wolfle, 46-year-old millionaire mining man, two days later. The marriage was in February, just one day short of a year since Pauline's death. The new Mrs. Wolfle soon began advertising for a domestic to be paid in salary and housing starting 1 September 1917. The Wolfles welcomed the birth of a daughter, Madeleine Virginia, in November 1917.

Meanwhile the mining reports from United Copper and Red Monarch remained positive unless one read between the lines. United Copper reported quantitative values of ore per ton, hired more miners, was shipping ore, and paid monthly dividends again as of January 1917. Red Monarch reported qualitative analyses like "the face of the tunnel is filled with ore," and the shipping point "is not remote." Wolfle, however, maintained enough confidence in Red Monarch and Belmont Banner to promise permanent camps at each.

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[31] N.W. Durham, *History of the City of Spokane and Spokane Country Washington From its Earliest Settlement to the Present Tie, Volume II.* Spokane, WA: S.J. Clarke Publishing Company, 1912:202-205.
[32] "Mrs. Wolfle Leaves Estate of $122,024," *Spokane Chronicle,* October 13, 1916:3. "Mrs. Wolfle Left Valuable Estate," *Spokane Chronicle,* June 12, 1916:3.

November 1918 brought an end to World War I, and the inevitable drop in demand for metals and their ores, and the devaluing of mining stocks. On 13 November, two days after the armistice, businessmen and industrialists in Spokane, including Wolfle, painted an unreasonably rosy picture of the local economy with the return of servicemen. Meanwhile Wolfle sold the City Market and cut wages at United Copper by an average of 15% in January 1919. Six months later the wage rates were restored to retain labor. Dividends were expected again. Wolfle took over supervision of United Copper late in 1919 and was able to cut expenses by $5,000 per month while doubling ore shipments. In order to be a hands-on manager, Conrad Wolfle relocated with his family to Chewelah where they lived on Main Street, likely in The Yale Hotel, with 40 other boarders.[33]



Mrs. Wolfle and her daughters, 1925

Wolfle sold his Rockwood home to Harvey Trunkey of McClintock-Trunkey wholesale grocers.

The sales of the City Market and his Spokane home suggest dire economic straits for Wolfle. He relocated his family to Oakland, California in April 1920 where they remained near the Byler family until after the birth of their second child, Beatrice, in November 1920. That same month Conrad and Mrs. Wolfle were sued by G. I. Toeves, a partner of many years in both the Red Monarch and United Copper endeavors. Toeves was demanding payment of a $7,000 promissory note. He held 120,000 shares of Red Monarch stock as collateral and sought an order to sell the stock at a sheriff's sale, and a lien on the Wolfle's community property if the proceeds of the stock sale were inadequate to cover the note.[34] A *Spokane Chronicle* article noted that, despite a long tunnel, the Red Monarch never produced ore worth shipping.

After selling his grand home on 12th Avenue to prominent businessman and wholesale grocer Harvey Trunkey, Conrad Wolfle continued making a name for himself promoting

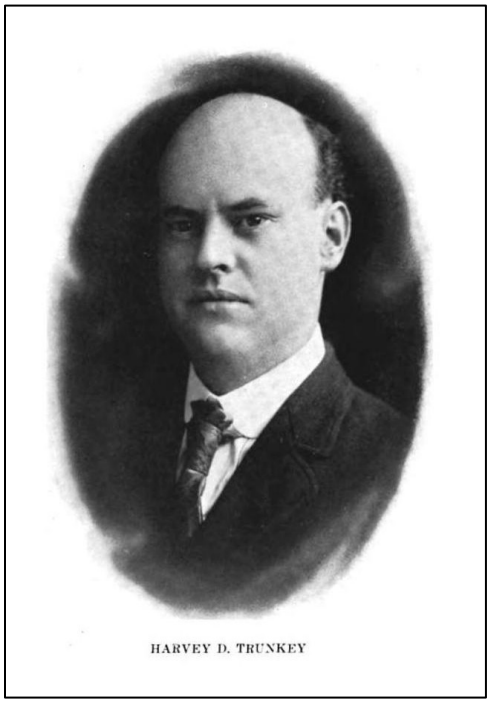
[33] Chewelah, Sanborn Fire Insurance map, 1915. US Census, 1920. The Yale Hotel was designed by renowned Spokane architects Cutter and Malmgren, and was considered the finest hotel north of Spokane. Laura Arksey, "Chewelah – Thumbnail History," *Historylink.org,* posted August 24, 2010. Accessed March 2026, https://www.historylink.org/File/9534.
[34] "Conrad Wolfle Faces Sheriff Sale for Debts," *Spokane Chronicle,* November 9, 1920:1.

mines and selling hope in mineral interests in Washington, Nevada, Idaho and even Alaska.[35] He envisioned and obtained permits for railroads connecting mines to smelters and shipping sites as early as 1922. As mining promotion naturally involves speculation and a certain degree of storytelling, Wolfle sometimes found his investors too impatient or believing they had been deceived - and in 1925 the US Post Office began investigating him for possible mail fraud. Forced to give up his interests in 1926, Conrad Wolfle moved back to Spokane with his family into another (smaller) Earl Morrison house at 728 East 23rd. Undeterred, Wolfle reopened his United Copper mine in Chewelah, as well as the Evolution mine in Idaho and was looking to expand into oil and gas wells when the mail fraud charges caught up with him again, and he was indicted by a federal grand jury on April 13, 1931.[36] Though he attempted to delay the trial and worked to repay his debts (nearly succeeding to reimburse all but $10,000), he ultimately was convicted on the evidence of a dictated letter to his wife, in which he stated he was "going to rob every last one of them." Though correspondence with a spouse is usually privileged, because he dictated this to his secretary and her notes were the ones submitted in the trial, Wolfle was found guilty and served almost two years in prison at McNeil Island.

Conrad Wolfle was a hardworking man who presented himself as a native of his adopted country, and a persuasive individual who could talk to miners, clergymen, and millionaires alike. While in Spokane he was known as a prominent visionary, promoting mines and railroads, and his home on 415 East 12th was the scene of many society functions. However, ultimately his fame came from the 1934 Supreme Court case "Wolfle vs United States" in which spousal privilege cannot be invoked if a letter to one's wife is dictated to a secretary, and those notes entered into the record. This case is cited even today for exploring the limits of privilege with a third party, often now in cyberspace.

[35] "Trunkey Buys Wolfle Home," *The Spokesman-Review,* October 21, 1919:6. "Conrad Wolfle," *Spokane Chronicle,* March 16, 1912:12.
[36] "Indict Wolfle, Local Mining Man Arrested and Must Face Fraud Charge," *The Spokane Press,* April 14, 1931:2.

Wholesale Grocery Owner Harvey Trunkey



Harvey Trunkey in 1912

Harvey D. Trunkey, owner of the longest-running wholesale grocery business in Spokane, lived in the house at 415 E. 12th Avenue from 1919 to 1943. He was one half of the well-known business partners R. O. McClintock and Harvey Trunkey, who intended to put down roots when they moved to Spokane in 1898, investing in Spokane's fortunes for the long term. Upon arrival they bought into a burgeoning grocery wholesale business poised to feed the growing timber and mining camps, and they hired renowned architects Cutter and Malmgren to design their first homes, cottages in the prestigious Browne's Addition, built side by side. Twenty years later they would buy larger, beautifully designed homes by Earl Morrison in the Rockwood neighborhood right next to one another around the triangle park at 12th and Sherman. Their wholesale grocery business lived on well after they were gone, gaining such name recognition and reputation that its descendant Roundup was bought by Fred Meyer in 1953 and retained that name well into the 1960s, indicating the esteem with which the McClintock/Trunkey names were held.

Harvey Trunkey was born 26 April 1875 in Helena, Arkansas, to Frank and Eliza Power Trunkey. He had one sister, Gertrude Gay, born 1 Jan 1874 in Helena. Harvey left school at 17 and worked as bookkeeper for a general merchandiser, R. O. McClintock, in nearby Mariana, Arkansas, where his sister Gay married McClintock on 27 Nov 1895. The McClintocks and Trunkey came to Spokane on January 29, 1898 and put $6,000 into Boothe-Powell wholesale grocers. Trunkey returned to Mariana, Arkansas, to marry Mamie Johnston of Mariana, 29 November 1898 as noted in the *Memphis Commercial Appeal*.

The 22 April 1899 *Spokane Chronicle* told of homes designed by Cutter and Malmgren to be built at the southwest corner of 4th and Hemlock in Browne's Addition for partners in the Boothe and Powell company. McClintock's and Trunkey's homes were similar, with McClintock's larger and costing $1,000 more than Trunkey's. They were each in the cottage style, two stories, with a basement and an attic. Meanwhile partner Edward Powell commissioned a home designed by Loren Rand on 1st Avenue in Browne's Addition, a short walk from McClintock and Trunkey. They shared the neighborhood for 20 years, long after Powell left the partnership.

Harvey and Mamie Trunkey quickly established themselves within the community. They were members of the First Presbyterian Church, members of the Spokane Club, and Spokane Country Club. They entertained prominent guests in their home and were connected to the McAtee-Monahan families through the marriage of their son Franklin. Harvey was Vice President of the National Wholesale Grocers Association, the Oriental Lodge of Free and Accepted Masons, Rotary Club, Chamber of Commerce, and the Transportation Club. His wife Mamie was a member of the Daughters of the American Revolution and the Cultus Club. McClintock and Trunkey saw opportunity and were early sponsors of the Red and White Grocery franchise, which still exists today.

Immediately following the Great Spokane Fire of 1889 there were eight wholesale grocers competing in Spokane. Only four remained in 1897.[37] The other four closed or merged into the Thomas Griffith company. B. L. Gordon company started in 1893 followed by Boothe-Powell. The latter was in the Powell Building, 914-920 W. Riverside, where the downtown post office and Federal Building are today. Boothe-Powell split to become Boothe-McClintock and Powell-Roberts-Finley. Boothe-McClintock moved to a building designed by Cutter and Malmgren at the southeast corner of Post Street at Railroad Avenue in 1902.

In August 1905 a fire damaged several downtown businesses, including Boothe-McClintock. The fire was estimated to have caused $130,000 in damage to Boothe-McClintock, and they were insured for $110,000. They found a warehouse to use temporarily on Pacific at Bernard and bought the Spokane Machinery Supply building on Stevens at Railroad Avenue in March 1906 for $9,500. It was a two-story warehouse with a basement. Boothe sold out to his junior partners and the business was renamed McClintock-Trunkey in 1907.[38] McClintock-Trunkey built an extension southward to the railroad from the rear of their building in 1915 when the Northern Pacific raised its tracks through downtown Spokane to aid the flow of street traffic below, giving the building an L-shape. McClintock-Trunkey built a five-story annex bounded on the north and east by their two-story warehouse, on the south by the NP railway tracks, and on the west by Stevens Street.[39]

McClintock-Trunkey distributed the Juno brand of canned goods, packaged goods, and spices.

The closeness of the Trunkey and McClintock families seemed to go beyond the sibling relationship between Harvey Trunkey and his sister Gertrude Gay Trunkey McClintock. Cousins Frances Trunkey and Sarah McClintock, eight months apart in age, often offered piano duets for their mothers' social clubs. Frances was the Interstate Fair Derby Queen

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[37] Thomas H. Griffith, "As a Distributing Center," *The Spokesman-Review*, January 1, 1903. https://www.newspapers.com/article/the-spokesman-review/191988473/.
[38] Gordon H. Coe, "Warehouse Role Important" *Spokane Chronicle,* September 17, 1974. https://www.newspapers.com/article/spokane-chronicle-warehouse-role-importa/191984834/.
[39] Stephen Emerson, "McClintock-Trunkey Annex Building" Spokane Register of Historic Places Nomination, May 16, 2018.

in 1919; Sarah McCormick had the honor in 1925. Cousins Franklin McClintock and Franklin Trunkey each enrolled in Princeton, one year apart. Each family had a Liberty Lake cottage. Trunkey bought the Conrad Wolfle home in Rockwood for $30,000, to take possession in December 1919.[40] R. O. McClintock bought the Avery house, 505 E Rockwood Blvd. in November 1919, kitty-corner from the Trunkey home. Each of these homes, less than ten years old, was designed by Spokane's boy-architect, Earl W. Morrison, a student in the architecture program of the Chicago Art Institute and the Armour Institute, and built by Amil T. Johnson, a native of Rockford, Illinois, of Swedish ancestry.



McClintock-Trunkey building in 1935

R. O. McClintock died of a stroke in 1931. His widow and family lived in the Rockwood home until the 1940s. Trunkey sold his Rockwood home to John J. Murphy in May 1943. The Trunkey and McClintock family homes in Spokane were either next door or across the street from each other for nearly 45 years.

Trunkey died in Spokane May 15, 1948, after several months' illness. His son Franklin Trunkey became president of the family business, the oldest wholesale grocery in Spokane. McClintock-Trunkey built a new warehouse at 1212 Front Avenue in 1951 and converted their two-story warehouse on Stevens to a parking garage. McClintock-Trunkey was purchased by Roundup Grocery in December 1951. Roundup moved from its modest warehouse at Pacific and McClellan to 1212 E. Front Avenue. This was not the end of the McClintock-Trunkey name.

Roundup was bought by the Fred Meyer Company of Portland in 1964 and kept its name as the grocery wholesale division of Fred Meyer. Likewise, McClintock-Trunkey

[40] "Conrad Wolfle Home Is Sold," *Spokane Chronicle,* October 21, 1919:18

remained the wholesale food services division of Roundup providing for restaurants, schools, nursing homes, hospitals, and drug stores.[41] The McClintock-Trunkey division of Roundup also took on Ronco, the catalog division of Fred Meyer. In 1974 Roundup built a new large warehouse in Spokane Valley which would consolidate operations from six Spokane area locations, including the McClintock-Trunkey warehouse, into one mechanized, computerized operation in an era when some orders were still hand-written and mailed in.

Harvey Trunkey was not the first wholesale grocer in Spokane but he was the only one left from the pioneer era 50 years later.[42] Having outlived his senior partner by 17 years, Trunkey was the personification of the wholesale grocery business in Spokane. When his company sold to Roundup in 1953, they kept his name, as did Fred Meyer a decade later. That is quite a testament to the goodwill in Trunkey's name and the esteem in which he and his family were held.

ARCHITECTURAL CONTEXT

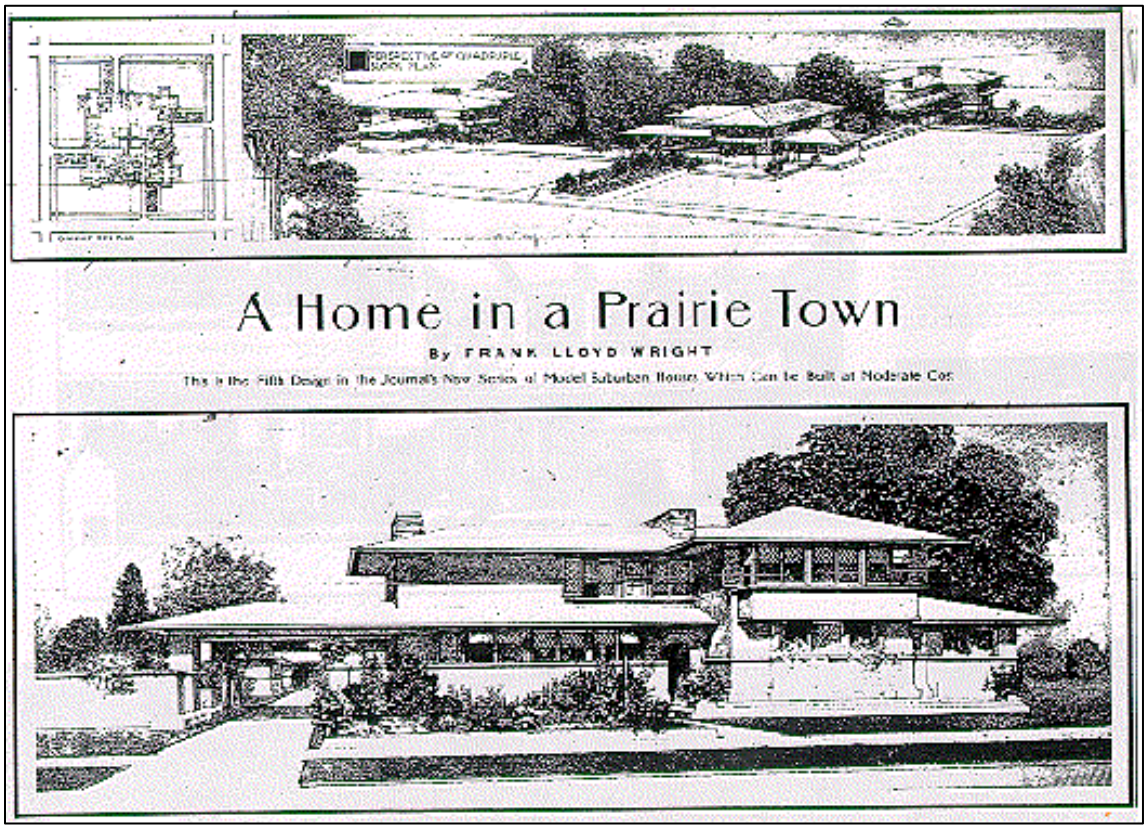
Prairie School Design: A New American Architecture

The Wolfle-Trunkey house is an outstanding example of Prairie School design by a young, yet experienced, student from Spokane who was studying architecture in Chicago in the years from 1910 to 1913, during the high point of the Prairie School's genesis. Earl Wilson Morrison, who studied Prairie School design at the prestigious Art Institute of Chicago and the Armour Institute of Technology, was among those who introduced the style to Spokane. The 1912 Wolfle-Trunkey home was his first residence in the style, designed while he was still a student.

The Prairie School is most closely affiliated with architect Frank Lloyd Wright, "the acknowledged master of the Prairie house," but in fact there were a number of Midwest architects associated with the school, which is considered as representing a uniquely American style.[43] Through architects like Morrison, the style spread to other parts of the country. It also spread through the use of house plan companies and pattern books. For example, Prairie Style houses were found in Hermann Valentin von Holst's *Modern American Homes*, which was published by the American Technical Society of Chicago in 1913. Prairie houses were even promoted by Sears, which published, "The Carlton" and "The Aurora" at the late date of 1918. These houses were designed by Chicago architect

[41] Op cit., Emerson, "McClintock-Trunkey Annex Building," 2018.
[42] "Trunkey 50 yrs in business," *The Spokesman-Review,* February 1, 1948. https://www.newspapers.com/article/the-spokesman-review-trunkey-50-yrs-in-b/145486115/.
[43] Among those affiliated with the school in the Midwest were George W. Maher, Robert C. Spencer, Jr., Thomas F. Tallmadge, John S. Van Bergen, Vernon S. Watson, Charles E. White, Jr., Eben E. Roberts, Walter Burley Griffin, Marion Mahony Griffin, William Drummong, F. Barry Byrne, George G. Elmslie, and William Purcell. Virginia Savage McAlester, *A Field Guide to American Houses.* New York NY: Alfred A. Knopf, 2013:564.

John Van Bergen, who worked for Walter Burley Griffin in 1907 and for Frank Lloyd Wright in 1909.[44] The shelter magazine *Ladies Home Journal* was particularly well known for publicizing the style, which can be seen in their February 1901 issue, "A Home in a Prairie Town," which featured an unrealized house by Frank Lloyd Wright that bears a strong resemblance to the Wolfle-Trunkey House. These modern homes might be found in the burgeoning suburbs of cities like Spokane.[45]



"A Home in a Prairie Town" by Frank Lloyd Wright, 1901

In Spokane it was common to find Prairie Style homes designed by Spokane's leading architects and populating Spokane's South Hill. An early proponent of the style in Spokane was Albert Held, who designed the 1912 James and Corinne Williams House at 1225 W. 19th Avenue, which was listed in the Spokane Register of Historic Places in 2001 and the National Register of Historic Places in 2003. An earlier house in Spokane is the 1910 Richardson-Seehorn House at 731 S. Lincoln Street, which bears a close resemblance to an American Foursquare house, a style that shared qualities with early Prairie Style houses. Constructed by builder Arthur D. Jones, it was listed in the Spokane

[44] "Sears Homes of Chicagoland," posted May 20, 2012, accessed March 2026, http://www.sears-homes.com/2012/05/the-sears-homes-designed-by-prairie.html.
[45] Daniel D. Reiff, *Houses from Books, Treatises, Pattern Books, and Catalogs in American Architecture: 1738-1950: A History and Guide.* University Park, PA: The Pennsylvania State University Press, 2000:204.

Register of Historic Places in December 1997 and is a contributing property to the 2023 locally listed Cannon Streetcar Suburb Historic District.

Earl Morrison, however, is the architect most closely associated with the Prairie Style in Spokane. Possibly his most recognized house is the 1911 Ackerman House at 2020 S. Rockwood Blvd., which was listed in the National Register of Historic Places in 1997 and in the Spokane Register of Historic Places in 2011. This house was profiled in a two-part feature in *The Spokesman-Review* in 2012 that focused on Morrison and his career in Washington state, drawing from interviews with Glenn Warren Davis, an architect and architectural historian who wrote the Spokane Register nomination for the house.[46] Other Prairie Style houses by Morrison that were discussed in the Ackerman House nomination are the:

- Conrad & Pauline Wolfie House, 415 East 12th Avenue (the subject property)
- Charles & Josephine Lindsley House, 210 East Sumner Avenue
- Allen & Maud Meisenheimer House, 540 East Rockwood Boulevard
- Amos Carl House, 1704 West Eighth Avenue
- Charles & Elizabeth Bender House, 626 West 21st Avenue, and the
- Eudell & Helen Crane House, 749 East 23rd Avenue.[47]

The Prairie Style was considered by Wright to be an 'organic' style. By this he meant that "the structure and appearance of a building should be based on forms that are in harmony with its natural environment and that the materials used on the exterior should be sympathetic to the building's locale, thereby relating the building to its setting."[48] This is consistent with the characteristics by which the style is known.

Among the generally recognized qualities of the Prairie Style are a strong relationship to site, seeming to meld with its setting; an open relationship between the indoors and outdoors, that is an affinity for bringing the outdoors in; utilizing the characteristics of the building itself, such as bands of windows and deeply overhanging eaves, as its 'ornamentation'; and the use of natural materials and colors. Heavily textured stucco, which can be seen in the Wolfle-Trunkey House, may also be considered an ornamental feature, as can the dramatic wood patterns seen throughout.[49]

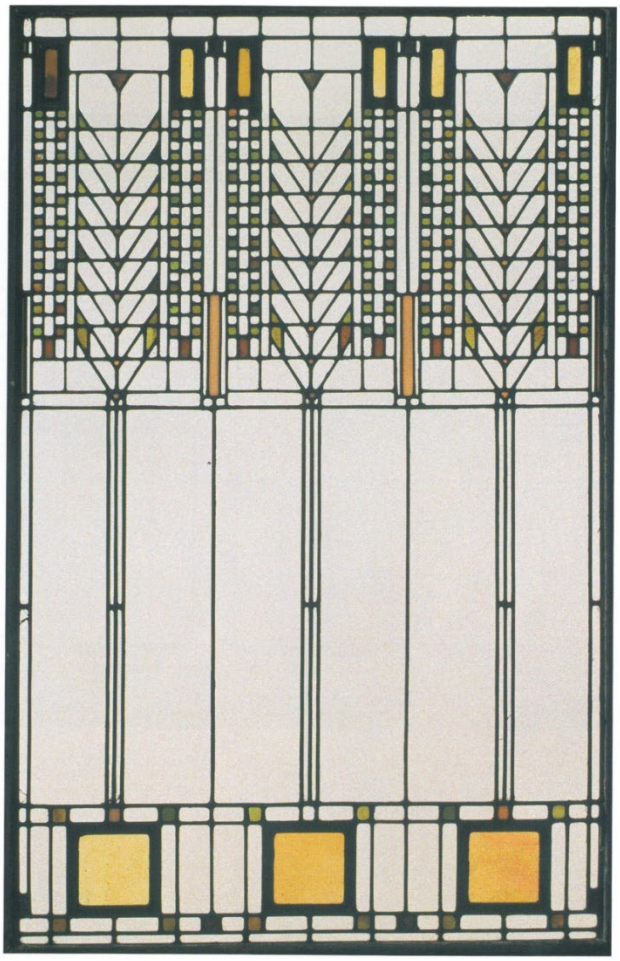
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[46] Shawn Vestal, "Young Architectural Genius," *The Spokesman-Review,* July 6, 2012: a1; and "Architect's work seen all over the state," *The Spokesman-Review,* July 7, 2012:a5. Glenn Warren Davis, "David and Edith Ackerman House," Spokane Register of Historic Places Nomination, April 15, 2011. https://properties.historicspokane.org/property/?PropertyID=2044.

[47] Glenn Warren Davis, "David and Edith Ackerman House," Spokane Register of Historic Places Nomination, April 15, 2011:39, https://properties.historicspokane.org/property/?PropertyID=2044.

[48] Cyril M. Harris, *American Architecture, An Illustrated Encyclopedia.* New Yori, NY: W.W. Norton & Company, 1998:234.

[49] Brooks describes these features as the "textural expression of materials." H. Allen Brooks, *The Prairie School, Frank Lloyd Wright ad His Midwest Contemporaries.* New York, NY: W.W. Norton & Company, 2006 (1972):5.


'Tree of Life' motif found in Frank Lloyd Wright's Darwin Martin House

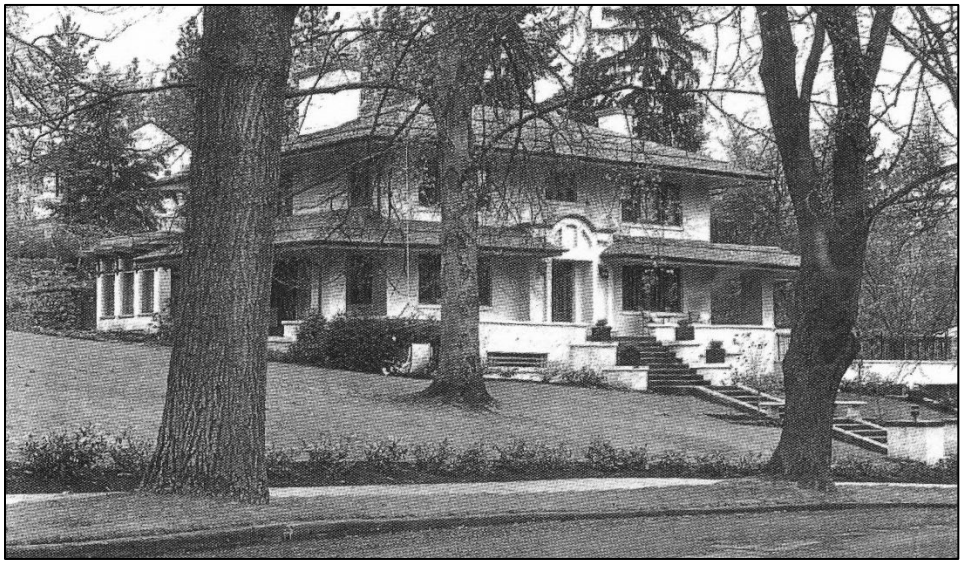
A Prairie Style building is most commonly identified by its strong horizontal lines. A low-pitched hip roof, such as seen in the Wolfle-Trunkey house, is also a common feature that emphasizes its long, low lines. Other qualities of the Wolfle-Trunkey House that reinforce its horizontal aspect are long, deep overhanging eaves on the first and second-floor levels (whose counterpoint is the two-story bay window with its tall, narrow, vertical lights), its banks of three windows throughout, which create a horizontal emphasis, and its extension of the building form at each end with the porte cochere to the west and the sunroom to the east. Its oversized square columns are also a common characteristic of the style, as are the leaded windows, which are found throughout the house.[50]

Spokane architect, architectural historian, and Earl Morrison enthusiast Glenn Davis gives a nod to historian H. Allen Brooks, who coined the term Prairie School and is one of the most prominent scholars of the style.[51] Brooks defines the height of the Prairie School as 1910 to 1916, which are about the same years that Morrison's work in the genre took place. Brooks lists visual cues and attitudes brought from other architectural styles, in particular from the Arts and Crafts Movement, including honesty in the use of materials and a disdain for pretension. Brooks also emphasizes the style's use colors found in nature.[52] He notes the Prairie School's material preferences for rough-sawn and stained wood, plaster stained off-white, brick, limestone, and the use of these materials on interior and exterior surfaces, explaining that the hallmark of the Prairie School was the use of natural materials, precise

[50] McAlester, *A Field Guide . . .* 2013:552. Brooks notes that , "Only in the stylized or abstract patterns of the leaded glass (or zinc strip) windows did one find consistent ornamentation." P. 5
[51] Glenn Warren Davis, "David and Edith Ackerman House," Spokane Register of Historic Places Nomination, April 15, 2011. https://properties.historicspokane.org/property/?PropertyID=2044.
[52] Op cit; 2011:48.

angular forms, long horizontals punctuated by short verticals, and a sense that the building belonged to the landscape.

Earl Morrison's design of the Wolfle-Trunkey home is recognizable within the Prairie School construct. He incorporated cream colored, rough-cast stucco, hipped roofs with broad overhanging eaves, ganged casement windows with leaded glass in geometric motifs, and a broad horizontal base stretching from the piers of the porte cochere on the west to the piers of the sunporch on the east. The interior has an open floor plan, fireplaces of brick and stone, and extensive use of stained wood cut to emphasize the grain. Morrison had probably been in school in Chicago for a year when he picked up his pencil and began to draw something entirely new for Spokane.



Prairie Style Ackermann House by Earl W. Morrison, 1912

Architect Earl Wilson Morrison

The Wolfle-Trunkey house at 415 E. 12th Avenue, Spokane, embodies the distinctive characteristics of the Prairie School of architecture at the height of its popularity, from 1910 to 1916.[53] Architect Earl W. Morrison was a master designer at an early age, having designed at least ten Spokane houses before starting classes jointly at the Art Institute of Chicago and the Armour Institute of Technology at the age of 22 in the fall of 1910.[54] His work typically displayed a variety of traditional European-inspired revivals popular among the well-to-do, but not distinct from the architecture of his peers. Morrison brought the advent of a new American architectural style from Chicago which emphasized horizontal lines, broad eaves, restrained ornamentation, and the use of natural materials. The Wolfle-Trunkey home was Morrison's first Prairie Style house and Spokane's first project in this new-to-Spokane style.



Earl W. Morrison

Earl Wilson Morrison, the younger son of James W. and Mattie Stage Morrison, was born on Christmas Eve, 1888, in Sibley, Iowa. His father sold hardware and farm implements, served two terms as mayor, and as Justice of the Peace until relocating to Kettle Falls, Washington in 1891 due to poor health. With his health restored, James Morrison moved his young family to Spokane in 1893.

Earl Morrison was educated in Spokane schools. Four years before graduating from high school, Morrison was a violinist of some note, a popular soloist at recitals, church gatherings, and parties. He continued to be in demand as a musician after completing his studies. Morrison's name was on a list of 75 graduates of South Central High School (SCHS), now Lewis and Clark High School, in January 1910. He was also on the list of 158 graduates published on March 11, 1910.[55] In September, the *Spokane Chronicle* announced that 45 recent SCHS graduates had been certified to attend college by

[53] The style was popular from 1900 to 1920 across the country, according to Virginia Savage McAlester in *A Field Guide to American Houses.* New York NY: Alfred A. Knopf, 2013.
[54] The Armour Institute of Technology, best known for its engineering school, was established in 1893 by Joseph F. Armour. In 1940 it merged with the Lewis Institute to form the Illinois Institute of Technology. Dennis Rodkin, "Inside The Former Armour Institute Of Technology," *National Public Radio,* broadcast April 2, 2019, accessed March 2026, https://www.npr.org/local/2019/04/02/708886136/inside-the-former-armour-institute-of-technology
[55] "Is a Record Class," *Spokane Chronicle,* March 11, 1910:3.

Principal Henry M. Hart.[56] Among them was Earl Morrison, who would go on to enroll in the Art Institute of Chicago and Chicago's Armour Institute of Technology, now the Illinois Institute of Technology.

The June 10, 1910, of the *Spokane Chronicle* published an article with a photo of the Class of 1910's gift to the school, a fountain designed by Earl Morrison.[57] This, however, was not Spokane's first notice of Morrison's design chops. He first appeared as an architect in *The Spokesman-Review* in April 1909 when he was a student at SCHS. He also had a house published in June 1909, a Tudor Revival home completed by contractor A.T. Johnson.[58] Martin Woldson, a railroad construction contractor for the Great Northern and Spokane, Portland and Seattle railroads, bought the new home only to sell it in 1910 to Edward T. Hay, the brother of Governor Marion Hay. Also in 1909, Morrison designed a craftsman bungalow at 624 W 15th Avenue for contractor M. E. Phillips, who finished construction in September 1909.[59]


A. T. Johnson's fine English residence at the northeast corner of Ninth avenue and Ash street.

Tudor Revival house designed by Morrison, built by A.T. Johnson, 1909

Morrison, while either a senior in high school or a recent graduate, was busy in 1910. He designed a new home for builder A.T. Johnson with construction underway as of April 18, 1910 at the corner of Adams and 9th Avenue.[60] Edward Woldson bought this Tudor Revival home before completion and contributed to its design and construction.[61] The

[56] "Many Students go to Colleges," *Spokane Chronicle,* September 12, 1910:3.
[57] "Graduating Class of South Central High Presents Fountain to School," *Spokane Chronicle,* June 10, 1910:3.
[58] "English House is Oak Throughout," *The Spokesman-Review,* June 27, 1909:45.
[59] "Elegant Finish in New Bungalow," *The Spokesman-Review,* September 26, 1909:10.
[60] "Plans Residence in Old English," *Spokane Chronicle,* April 18, 1910:18.
[61] "Woldson to Have New $22,000 Home," *Spokane Chronicle,* April 18, 1910:18.

April 24, 1910 issue of *The Spokesman-Review* published an article about two homes being designed by Morrison to be built by A. L. Lundquist. The one at 8th Avenue and Madison in the Spanish Mission Revival style is there today at 1026 W. 8th Avenue. The home planned for Sherman Street near Rockwood Boulevard is more likely on Rockwood Boulevard at Sheridan, where *The Spokesman-Review* later reported Lundquist was building a house of identical size and description as a Morrison design.[62] Lundquist sold that home to James P. McGoldrick of the lumber milling company that bore his name. A. L. Lundquist built a Spanish Mission Revival home of Morrison's design on 13th Avenue at Cedar Street pictured in the June 26, 1910, issue of *The Spokesman-Review*. The same *Spokesman-Review* edition has an article describing two homes being built by A. L. Lundquist from Morrison designs on 8th Avenue at Jefferson. The August 8, 1910, *Spokesman-Review* had pictures of a Tudor Revival home just completed by M. E. Phillips from a Morrison design on 15th Avenue at Stevens Street. The December 4, 1910, *Spokesman-Review* reported the completion of a Morrison Tudor Revival home built by A.T. Johnson and purchased by O. A. Johnson, president of the Scandinavian-American Bank. In December 1910 Earl Morrison was not yet 22 years old, less than one year out of high school, and had designed at least 13 homes for a few discerning builders who catered to the upper echelon of Spokane society.



Will Have Typical Suburban Home on Sumner Avenue—Work Started

Perspective of home being built by C. P. Lindsley.

Patterned after the typical residences of the suburban districts of Chicago, the home of C. P. Lindsley at 210 Sumner avenue will offer a new style of architecture in Spokane. The home will have a six-foot overhanging roof and simple lines throughout. Work on the building was started last week and it will be completed about September 1. The property after the completion of the house will have a value of $40,000. Earl W. Morrison is the architect.

Prairie Style house designed by Morrison for C.P. Lindsley, 1912

A February 11, 1911, *Spokesman-Review* article reported that Morrison was then studying in Chicago and drawing plans for two Manito Place homes for A. L. Lundquist

[62] "Two $18,000 Homes for South Side," *The Spokesman-Review,* April 24, 1910:19.

in his spare time. The same article mentioned that Lundquist's own home being built on Rockwood at Sheridan was expected to be completed within a few weeks. This was the project started in April 1910 and would be sold to J. P. McGoldrick in May.

In the March 26, 1911, *Spokesman-Review* Lundquist had ordered plans for a fireproof house from Morrison, the "boy architect," for one of his Manito Place projects. It was to be constructed primarily of steel and concrete, with other noncombustible materials wherever possible.

The June 4, 1911, *Spokesman-Review* reported on a home being built by A.T. Johnson at 416 Rockwood, designed by Morrison. An artist's rendering of the exterior shows a Tudor Revival home like the one recently completed by Lundquist for J. P. McGoldrick. The exterior design changed to a Georgian revival home by the time it was finished and purchased by E.J. Cannon, a lawyer and founder of Gonzaga's law school.

On April 10, 1912, the *Spokane Chronicle* announced that Morrison was designing a new home in the "straight-line style," the first of this type in Spokane. Fronting on Rockwood Boulevard at Sherman Street, the 11-room house would occupy two city lots with a 120-foot frontage on Rockwood. The "straight-line style" referred to the horizontal lines of this home with a low-pitched hip roof ending in wide overhanging eaves, windows broadly arranged in banks of three, a porte cochere on the west side balanced by a sun porch on the east, all tied together by a low-pitched, first-floor tiered roof that contrasted with a centered two-story octagonal bay with tall narrow windows lighting the grand staircase inside, and an arched recessed entryway providing the only curve to the structure, all finished with rough-cast stucco. This became the Wolfle-Trunkey House, Morrison's first Prairie Style house in Spokane.[63]

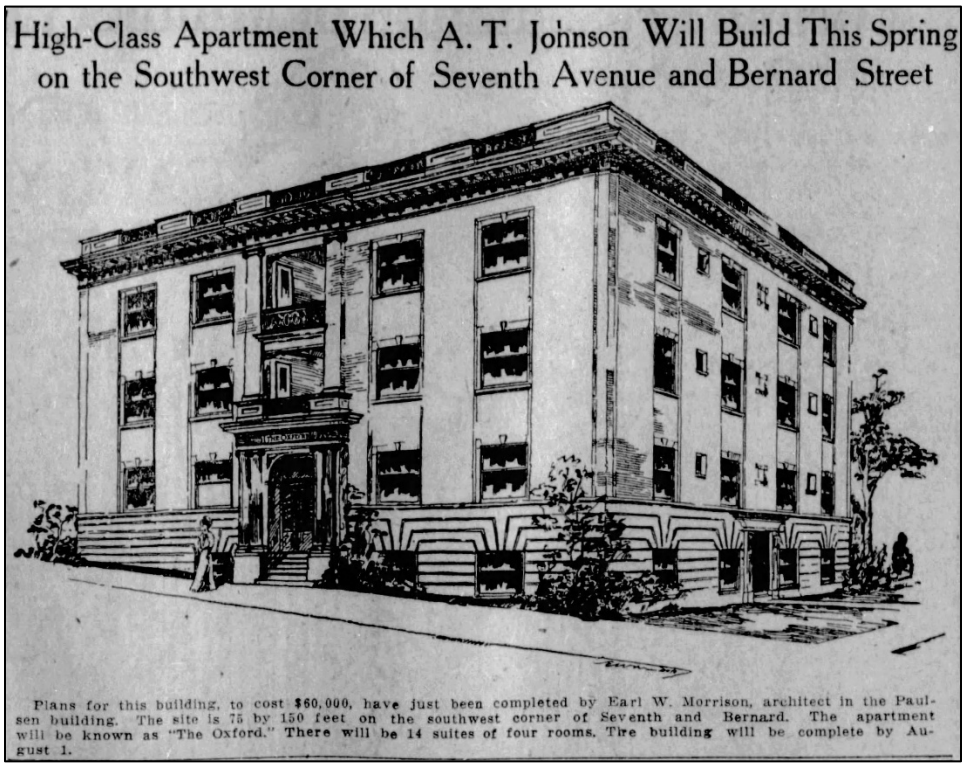
Morrison designed at least three other Prairie Style homes that were under construction in 1912. Karl J Berggren built the Ackerman House on Highland Boulevard, near Rockwood, while Morrison designed and supervised the construction of the Lindsley home at 210 Sumner Avenue.[64] The Lindsley home suffered a house fire, was repurposed as a private school, then demolished for the construction of Canterbury Court. Henry Lydell built a home purchased upon completion by Allen Meisenheimer on Rockwood Boulevard across from the McGoldrick house. Morrison's non-Prairie Style projects that year included the W. H. Plummer home on Rockwood at Overbluff (SRHP 2017), and the Oxford Apartments on Bernard Street at Seventh Avenue, both built by A. T. Johnson. To cap off the year, Earl Morrison won a competition with his design for a

[63] "Build At Rim Rock," *Spokane Chronicle,* April 10, 1912:16

[64] In conjunction with the nomination of the Ackerman house to the Spokane Register of Historic Places, an extensive two-page feature on Morrison was published in *The Spokesman-Review.* Shwan Vestal, "Young Architectural Genius, July 6, 2012:a10 and "Architect's work seen all over state," July 7, 2012:a5. The nomination was written by Glenn Warren Davis: "David and Edith Ackerman House," Spokane Register of Historic Places Nomination, April 15, 2011.
https://properties.historicspokane.org/property/?PropertyID=2044.

large, fireproof, multipurpose building to replace the one that had burned on the Cheney Normal School campus (now Eastern Washington University).

Early in 1913 Morrison became outspoken in his opposition to establishing the Office of State Architect which, he claimed, would be a higher cost option than to have private architects bid competitively for jobs as they arose. About that time Morrison lost the contract for the Normal School to Julius Zitttel, an architect with political connections.


High-Class Apartment Which A. T. Johnson Will Build This Spring on the Southwest Corner of Seventh Avenue and Bernard Street

Plans for this building, to cost $60,000, have just been completed by Earl W. Morrison, architect in the Paulsen building. The site is 75 by 150 feet on the southwest corner of Seventh and Bernard. The apartment will be known as "The Oxford." There will be 14 suites of four rooms. Tire building will be complete by August 1.

Oxford Apartments, designed by Morrison, built by A.T. Johnson, 1912

In 1913 Morrison designed a Georgian Revival home for Dr. C. H. Merriam and supervised the construction. In April, E. Buxton, a contractor, broke ground on a Morrison-designed home for H. W. Mosely of the Fred B. Grinnell real estate company. Buxton planned an August completion date. In May an article in the *Spokane Chronicle* reported the plans drawn by Earl Morrison in the "Chicago or American school of architecture" (Prairie School) for Dr. E T. Crane at 23rd Avenue and Garfield Road. Morrison designed a Prairie School-style home for A. H. Carl on 8th Avenue at Ash Street, and yet another one in 1912 or 1913. Construction on this last project was begun by A.L. Lundquist in 1913 and was interrupted by his death that summer. His widow carried the work to completion in January 1914.

Earl Morrison and Hazel Fae Dyke married on 1 September 1914.[65] Both were graduates of South Central High School (Lewis and Clark High School today); Morrison finished a year earlier than Hazel. The wedding was in Missoula, and their first and only child was born in St. Paul, Minnesota, in 1915, where Morrison was assistant city architect in charge of building five fireproof school buildings. Also, in 1915 the Washington legislature overrode Governor Lister's veto of payment of $1,500 to Earl Morrison for his design work for the Cheney Normal School. The year 1916 brought a contract for Morrison to construct an annex to Opportunity School, doubling its size.

Earl Morrison registered for the draft on 5 June 1917. He enlisted in the US Army quartermaster corps on 17 September 1917 and was sent to Camp Cody, Deming, New Mexico, where, as Captain Morrison, he put his skills to use designing a training camp for 30,000 inductees. He was in Europe from 17 April 1918 to 5 July 1919, where he commanded Trailhead, a logistics center serving a division of 30,000 soldiers.

Upon his return from World War I Earl Morrison went back to his architecture practice. He designed a cluster of homes for a 200 ft by 300 ft lot at 14th Avenue and Lincoln Street in Spokane. He also designed the ornate new Chelan County Courthouse and Elks Temple in Wenatchee. These kinds of larger projects were coming his way more often.

When his mother died January 1924 in Spokane, and his father was diagnosed with stomach cancer, Morrison uprooted his family and relocated his practice to the Lumber Exchange building in Seattle and took on the design of the Everett Junior High School. His father died in Seattle in January 1926, and Earl's wife Fae died of pneumonia in 1927. In Seattle he was becoming known and respected for apartment buildings in the Art Deco style that was popular in the 1920s and 1930s. His work includes the Tower Building and the Film Exchange Building, both in Belltown, the Marlborough House, the Gainsborough, the 1223 Spring Street building on First Hill, and the Olive Tower at the east edge of downtown. His work was also seen in the schools, office towers, and civic buildings in many cities throughout the west including Kennewick, Everett, and Bellingham, Washington; Eugene, Oregon; Anchorage, Juneau, and Ketchikan, Alaska; and Honolulu, Hawaii; and an occasional residential project.[66]

Morrison died in 1955 while on vacation in La Jolla, California. His career spanned 46 years. His first 15 years in Spokane, despite two years in the US Army Quartermaster Corps and three years studying in Chicago, resulted in nearly forty single family homes in a variety of styles, but none as striking as the Prairie Style he adapted for the hillsides of Spokane.

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[65] "Miss Fae Dyke Will Be Earl Morrison's Bridge," *The Spokesman-Review,* August 14, 1914:14.
[66] For more information on Morrison's commercial and multi-family residential work in Seatle and Washington State, see Jeffrey Karl Ochner's *Shaping Seattle Architecture, A Historical Guide to the Architects.* Seattle, WA: University of Washington Press, 2014:463; and "Earl Wilson Morrison (Architect)," Pacific Coast Architecture Database, https://pcad.lib.washington.edu/person/1268/, accessed March 2026.

Builder Amil Theodore Johnson

Amil Theodore Johnson was a prolific builder in Spokane in the years from ca 1905 to 1913, when he worked with some of the most popular architects in the city in this busy period. He often built Morrison's works, including some of his most well-known houses.

America was undergoing a transformation with an average of six million immigrants per decade in the last half of the nineteenth century. Most were from western Europe. They were fleeing poverty, hunger, religious persecution, political upheaval, and patriarchal primogeniture in which the eldest inherited the family estate and younger sons and daughters had to find their own ways.



Rockwood Home Cost $45,000

A. T. Johnson residence.

One of the biggest and most expensive homes recently erected in the city is the residence of A. T. Johnson, on Sherman street, Gladstone avenue and Rockwood boulevard. The house is in the old English style of the Elizabethan period, of brick, timber and stucco construction.

A.T. Johnson House, 1913

The 1890s in Spokane was a time of explosive building to recover from the fire of 1889. Then came the depression of 1893 and most construction came to a temporary halt. However, if there is a recession-proof industry, it is mining, especially mining precious metals like gold and silver. Immigrant August Paulsen and orphans Levi and May

Hutton tapped into a silver lode at their Hercules mine in 1901 and became millionaires overnight. Copper was in demand with the ongoing electrification of America. Mines were paying dividends. Construction skills were in demand again and a building boom was on.

Amil T. Johnson was born 24 March 1874 in Rockford, Illinois, the second of seven children born to Swedish immigrants, Johan and Josephine Johanson from 1872 through 1885. Amil married twice, the second time to Johanna "Hanna" Elizabeth Halbom in Minneapolis in 1905. The Johnsons moved to Spokane that same year. Polk's Spokane Directory lists Johnson as a builder/contractor from 1905 through 1913. In those eight years, Johnson built at least 24 homes in Spokane; it is estimated that at least ten were designed by Spokane's "boy architect," Earl W. Morrison. In 1911 Johnson shared office space with Morrison and Morrison's father James, a realtor. Johnson's third son, Earl Theodore, born 1910, perhaps was named in honor of Johnson's young collaborator, at school in Chicago, with whom he had a close working relationship.

Johnson was successful in his career in Spokane. As an example, a Tudor Revival house designed by Earl W. Morrison and built in 1910 by A.T. Johnson was sold to Scandinavian-American bank president A.O. Johnson, for $18,500, according to *The Spokesman-Review*, a substantial price in those days.[67] The article stated that, "High class residences have 'grown to be the order on the south hill,' and that the sale, 'shows the heights to which the builders are attaining,'[68] In the month of April 1911 alone, A.T. Johnson was recorded as taking out building permits for three houses, all in the amount of $4,500, on the 700 block of Ash Street.[69] That same year attorney E.J. Cannon bought a 12-room house from A.T. Johnson, which Johnson built on a speculative basis (a common process in Rockwood at that time) and for which Cannon paid $30,000. *The Spokesman-Review* stated that the sale, "rememorated the stability of the local market for high-class residential structures."[70] In 1912, a future 18-room house was published that *The Spokesman-Review* said would be the, "Most Elaborate Residence Ever Built for Local Market," at a cost of $30,000, to be built by A.T. Johnson. The paper announced that Johnson would spend $20,000 on the project.[71] His own house was published in *The Spokesman-Review* in 1913, which noted that at a cost of $45,000, was, "one of the most expensive homes recently erected in the city," and designed in the "Old English Style."[72]

Amil Johnson and his family moved about a mile southwest of Deer Park, Washington, in 1913 to Wild Rose Prairie Ranch, bought out of foreclosure for $12,000, with a quarter-section of land and a home that Johnson was building in 1912. They lived there through 1917 when they relocated to a farm in Ponoka County, Alberta, Canada, about halfway

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[67] "Contractors Find Ready Market For High Class Rockwood Homes," *The Spokesman-Review,* January 14, 2012:38
[68] "Johnson Home is Model Structure," *The Spokesman-Review,* December 4, 1910:34.
[69] "Building Permits," *The Spokesman-Review,* April 2, 1911:25.
[70] "Attorney Cannon Huys $30,000 Home," *The Spokesman-Review,* December 29, 1911:12.
[71] "Most Elaborate Residence . . . .," *The Spokesman-Review,* March 10, 1912:39.
[72] "Rockwood Home Cost $45,000," *The Spokesman-Review,* March 16, 1913:41

between Red Deer and Edmonton. Johnson returned to Spokane in 1926 to build the J. H. Flanders home on Rockwood, then back to Alberta where his family was living on their third farm. They lived and worked there for twenty years before Amil Johnson bought his last farm nearby in 1946. He died in 1950.

SUMMARY

The 1912 Wolfle-Trunkey House is significant for its association with two of Spokane's successful businessmen in the first half of the twentieth century, Conrad Wolfle and Harvey Trunkey. Conrad Wolfle, who bought the house for $30,000 from contractor A.T. Johnson at its completion, was best known for his ownership of mines in the Chewelah area, although he was involved in a number of other ventures in his lifetime. The second owner, Harvey Trunkey, was one of the most successful wholesale grocery owners in Spokane. Over the years he beat out fierce competition to be the longest-running wholesale grocery owner by 1950. The Wolfle-Trunkey House is also significant for its association with architect Earl W. Morrison and builder A.T. Johnson. Morrison, who began designing houses while in high school, has been referred to as the "boy genius." He eventually trained in Chicago and brought his expertise in the Prairie Style back to Spokane, where he was a prolific designer of Prairie Style homes. He also designed houses in the Revival Styles and collaborated with builder A.T. Johnson in high style homes on Spokane's South Hill, often in the Rockwood neighborhood, which is listed as a National Register Historic District. Many of the homes that they collaborated on were built for or sold to Spokane's elite business class, resulting in the desirable and beautifully maintained neighborhoods that they are associated with today. The 1912 Wolfe-Trunkey House is an excellent example of the Prairie Style and retains very good integrity and is in excellent condition.

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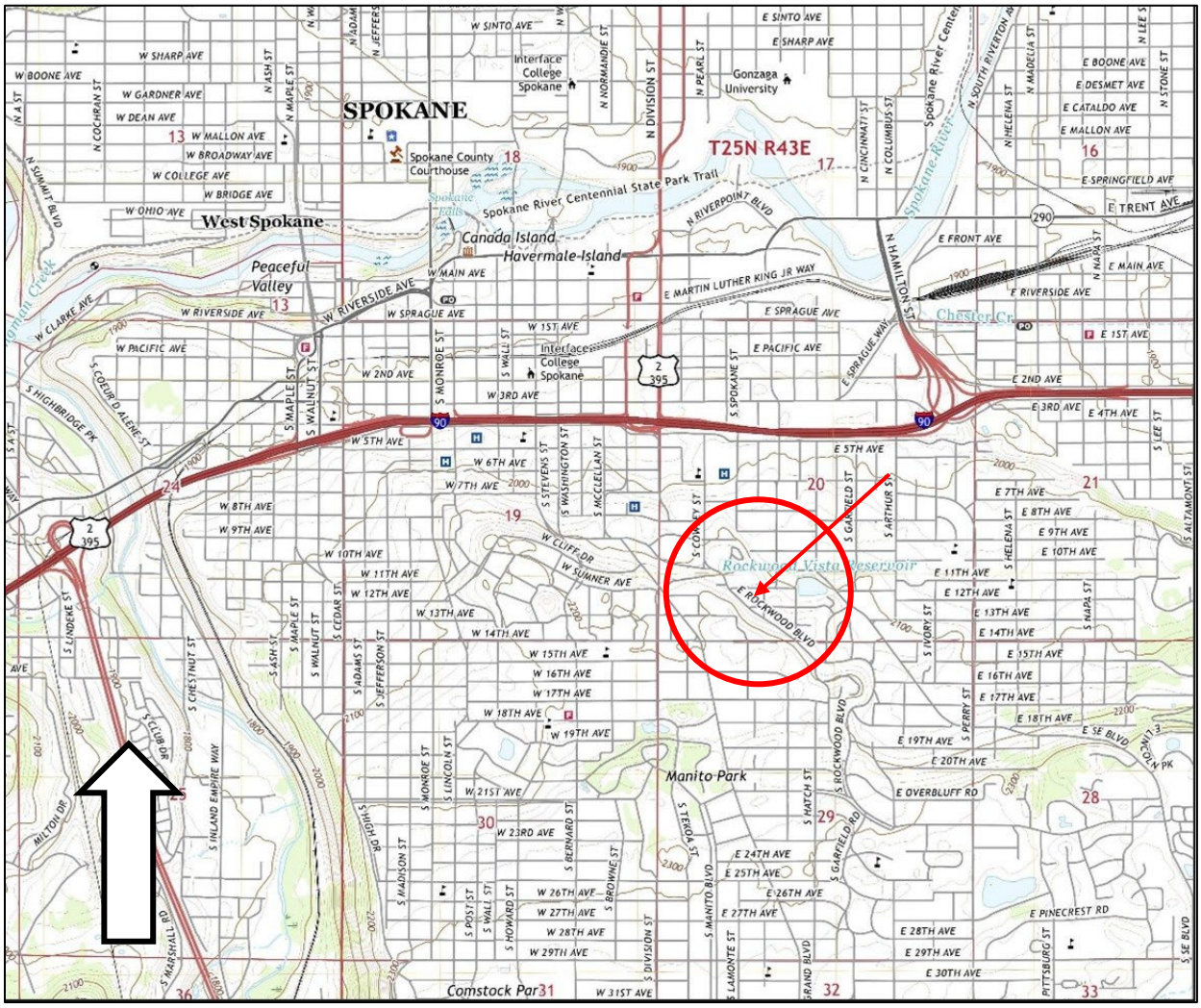
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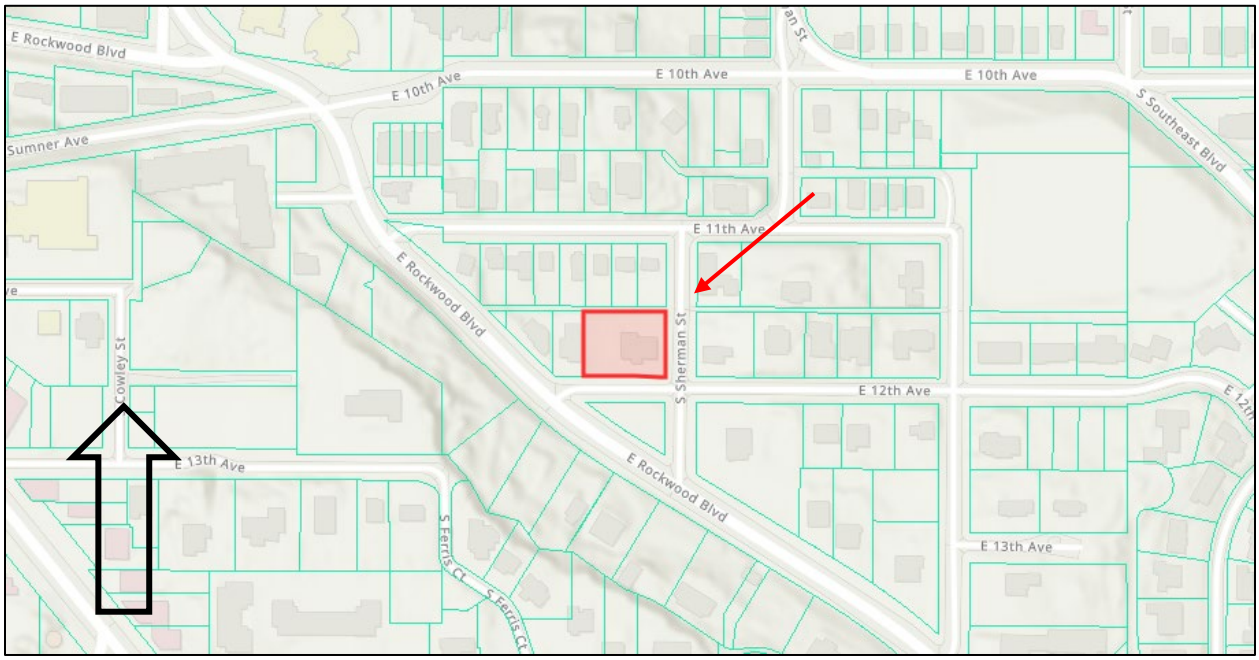
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Figure 1: Site location map



Source: Spokane NW 7.5 minute quadrangle

Figure 2: Site parcel map



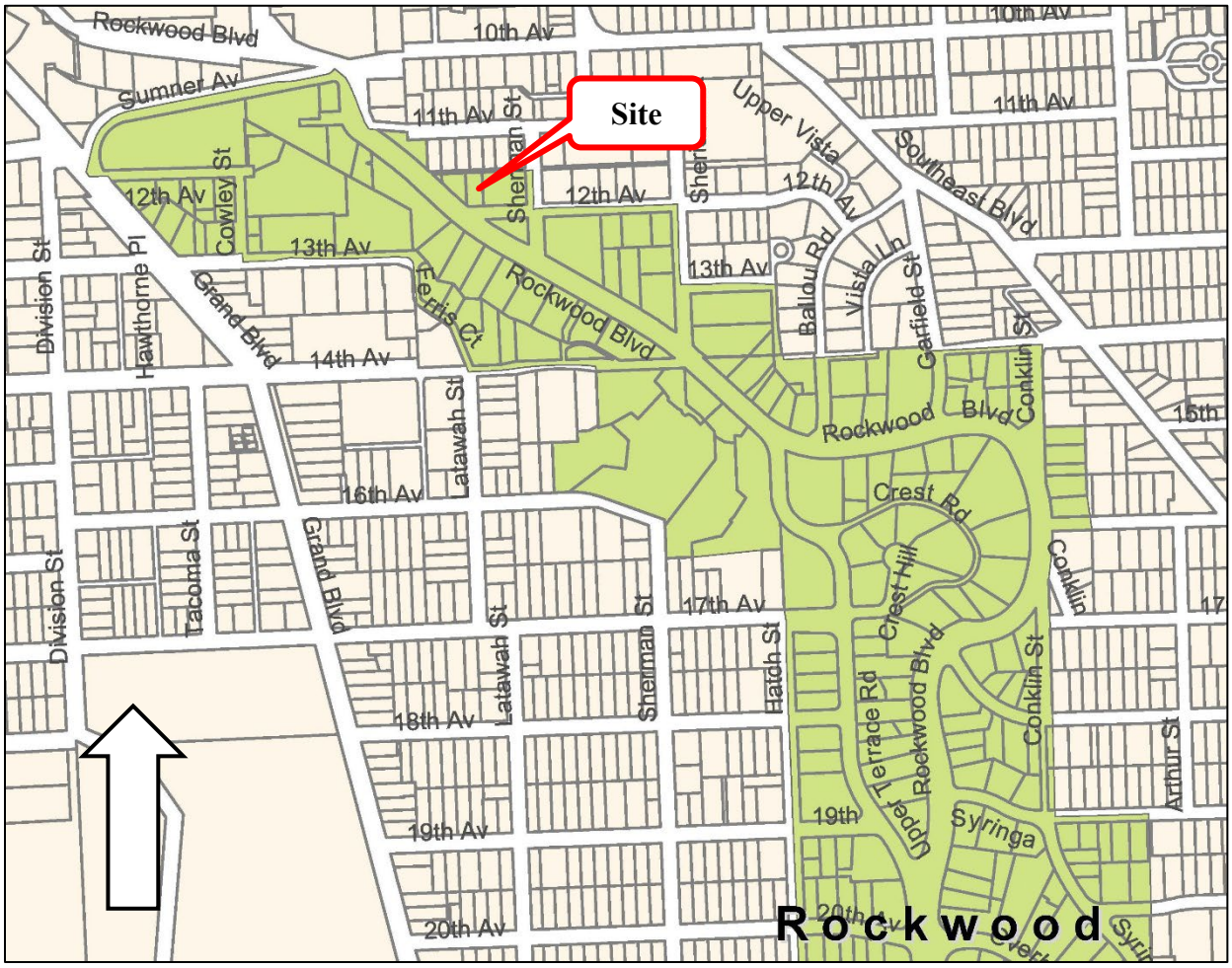
Source: Spokane County Assessor

Figure 3: Aerial site plan



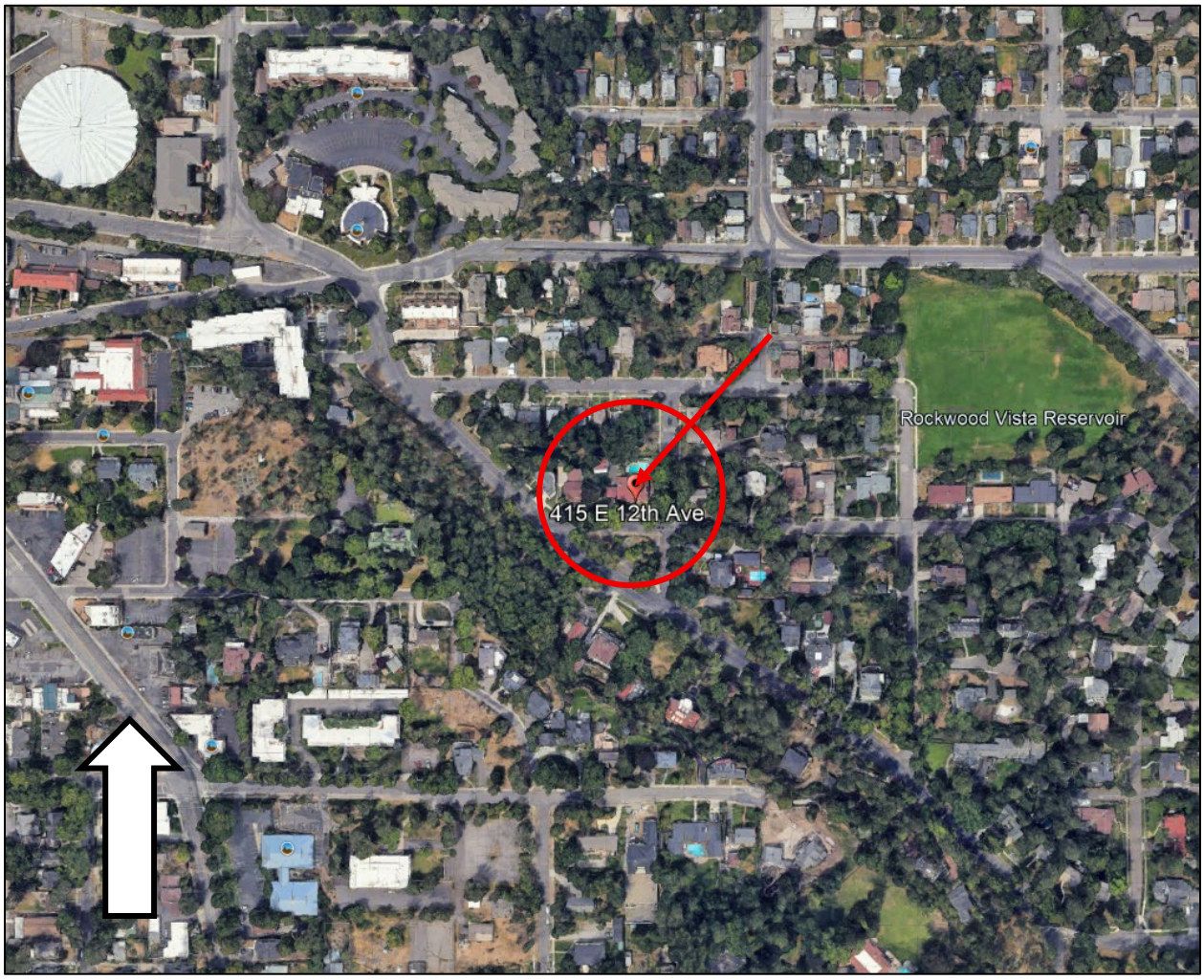
Source: Google maps

Figure 4: Rockwood Historic District (excerpt)



Source: City of Spokane

Figure 5: Neighborhood context



Source: Google maps

Figure 6: Entry to Rockwood neighborhood



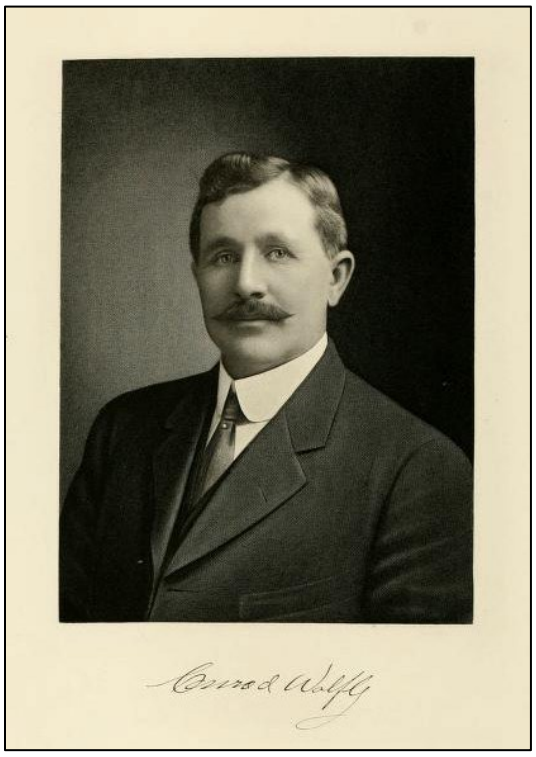
Source: City of Spokane

Figure 7: Olmsted-designed triangle park at 12th and Sherman



Photo by Diana Painter

Figure 8: Portrait of Conrad Wolfle, 1912



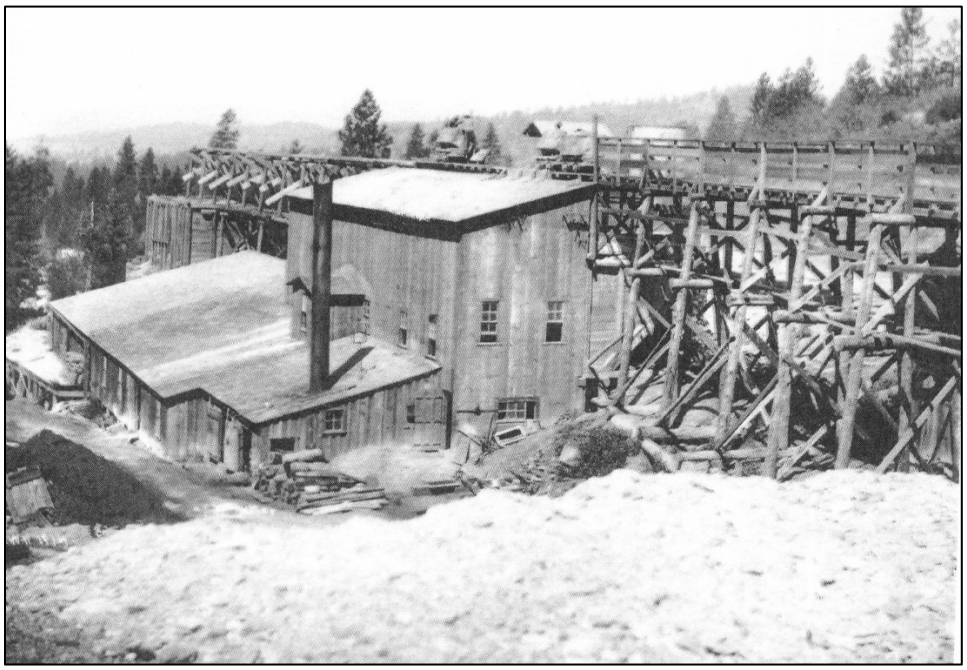
Source: H.W. Durham

Figure 9: Mrs. Conrad Wolfle and daughters in the society pages, 1925



Source: The Spokesman-Review

Figure 10: United Copper Mine, Chewelah, Washington



Source: Crossroads Archive, United Copper Mine collection

Figure 11: United Copper Mine, Chewelah, Washington



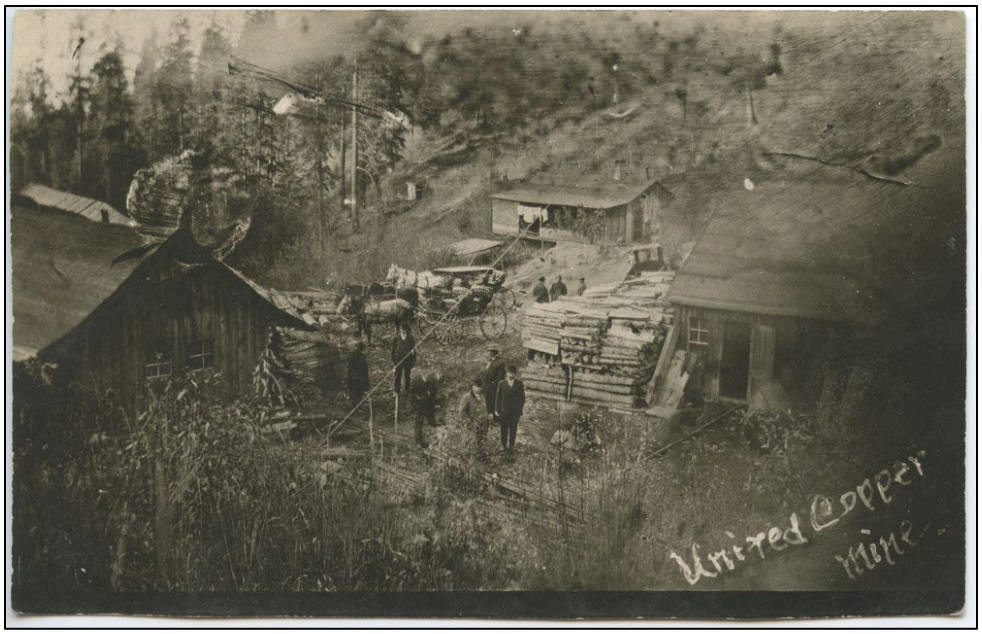
Source: Crossroads Archive, United Copper Mine collection

Figure 12: United Copper Mine, Chewelah, Washington



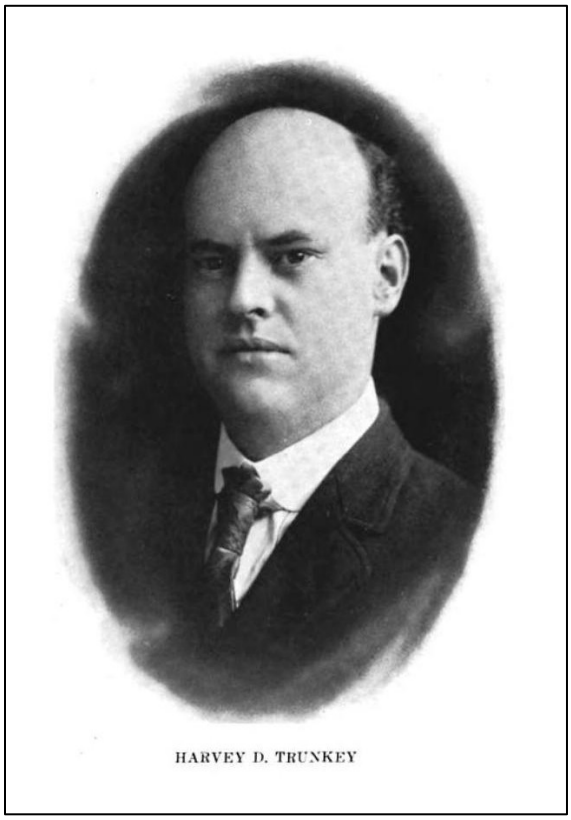
Source: Crossroads Archive, United Copper Mine collection

Figure 13: United Copper Mine, Chewelah, Washington



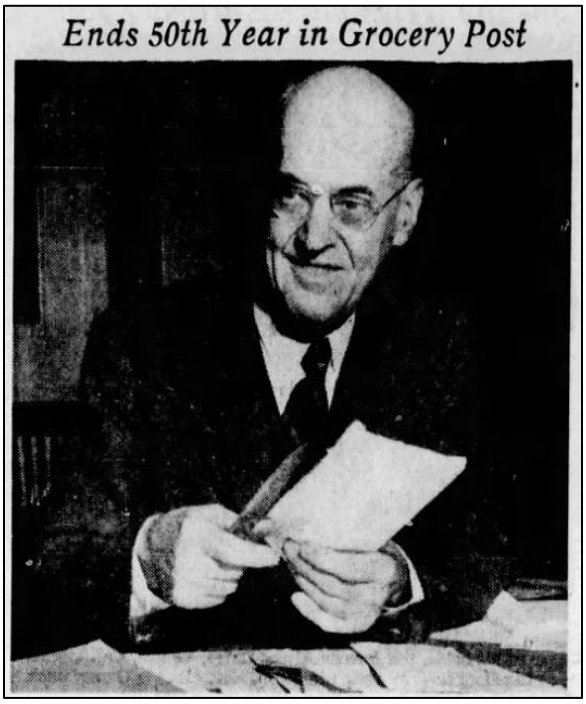
Source: Crossroads Archive, United Copper Mine collection

Figure 14: Harvey Trunkey in 1912



Source: H.W. Durham

Figure 15: Harvey Trunkey in 1948



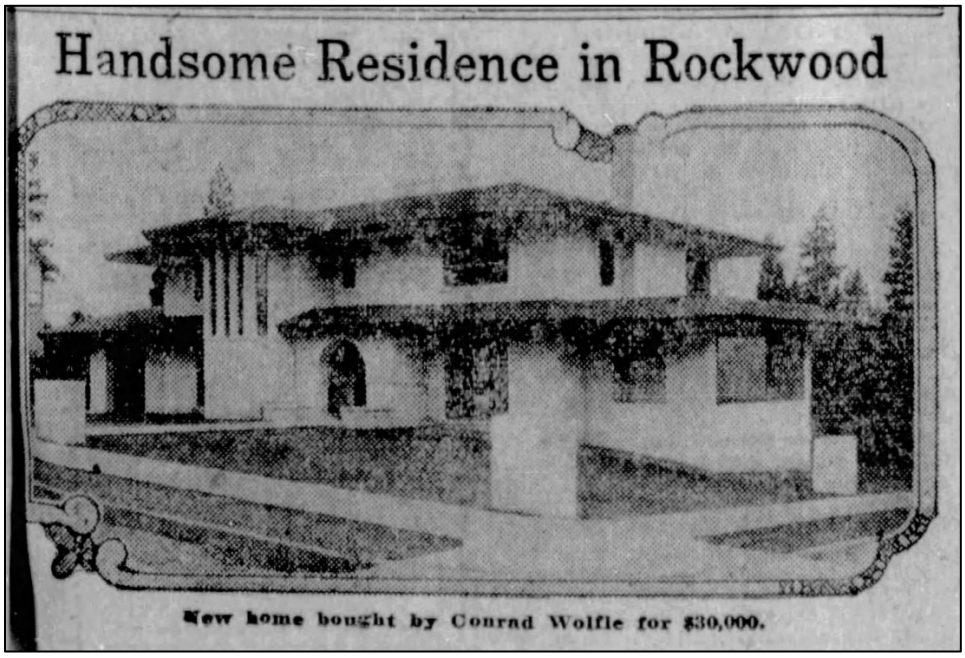
Source: The Spokesman-Review

Figure 16: McClintock-Trunkey building at 125 S. Stevens Street in 1935 (still extant)



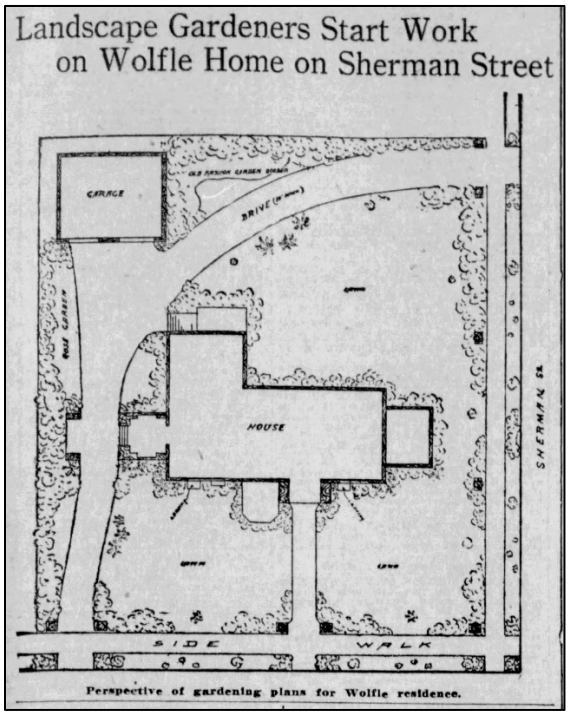
Source: The Spokesman Review, August 15, 2017

Figure 17: Conrad Wolfle House in Rockwood, 1912



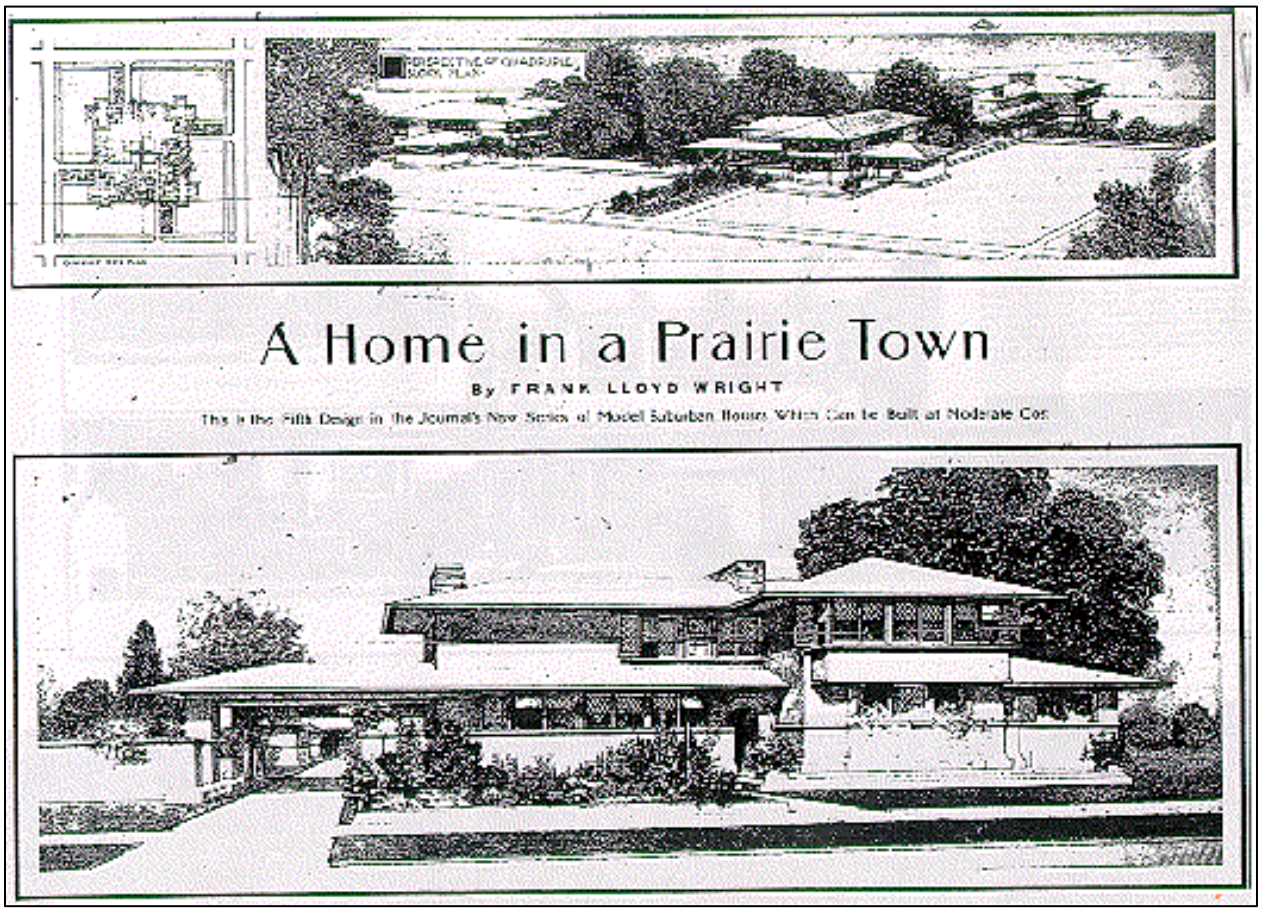
Source: The Spokesman-Review, September 1, 1912

Figure 18: Site plan for Conrad Wolfle House, 1912



Source: Spokane Chronicle, October 16, 1912

Figure 19: "A Home in a Prairie Town" by Frank Lloyd Wright



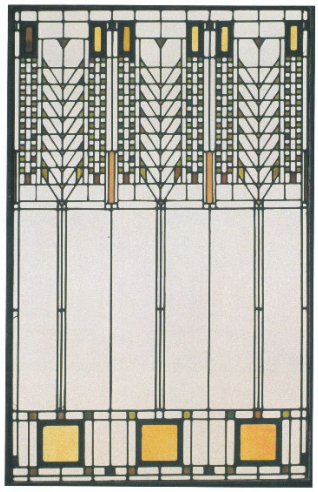
A Home in a Prairie Town

By FRANK LLOYD WRIGHT

This is the Fifth Design in the Journal's New Series of Model Suburban Houses Which Can be Built at Moderate Cost

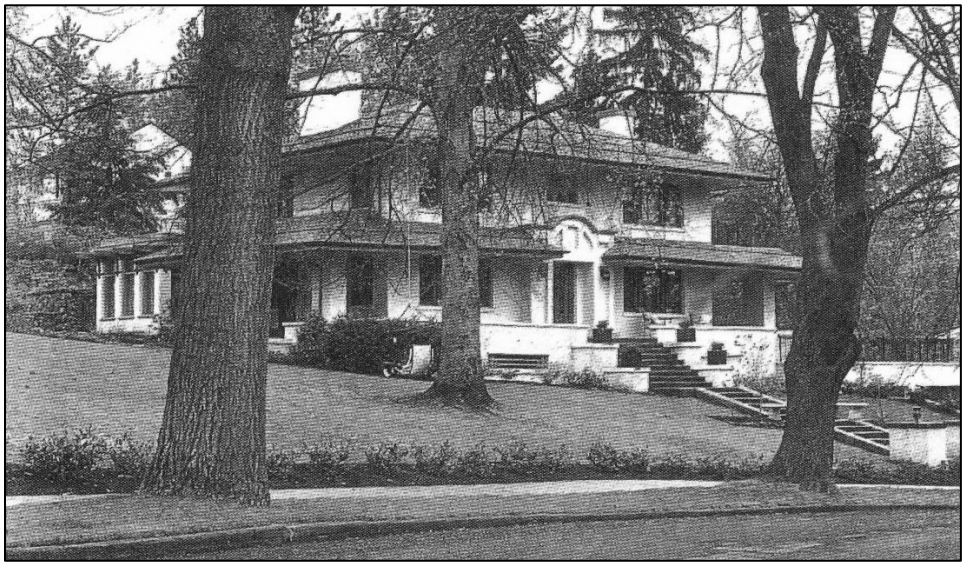
Source: Ladies Home Journal, 1901

Figure 20: "Tree of Life" motif in Frank Lloyd Wright's Darwin D. Martin House, 1902



Source: Frank Lloyd Wright, A Visual Encyclopedia

Figure 21: David and Edith Ackermann House, Earl W. Morrison, 1912



Source: Ackerman House Spokane Register of Historic Places nomination

Figure 22: Architect Earl W. Morrison



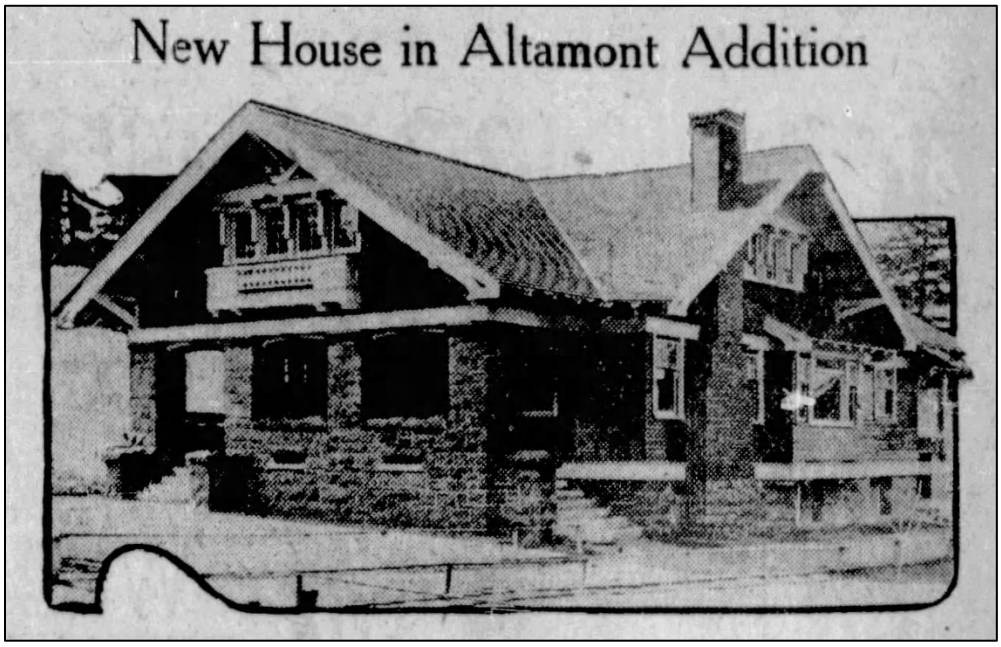
Source: Wikipedia Commons

Figure 23: Tudor Revival house designed by Morrison, built by A.T. Johnson, 1909


A. T. Johnson's fine English residence at the northeast corner of Ninth avenue and Ash street.

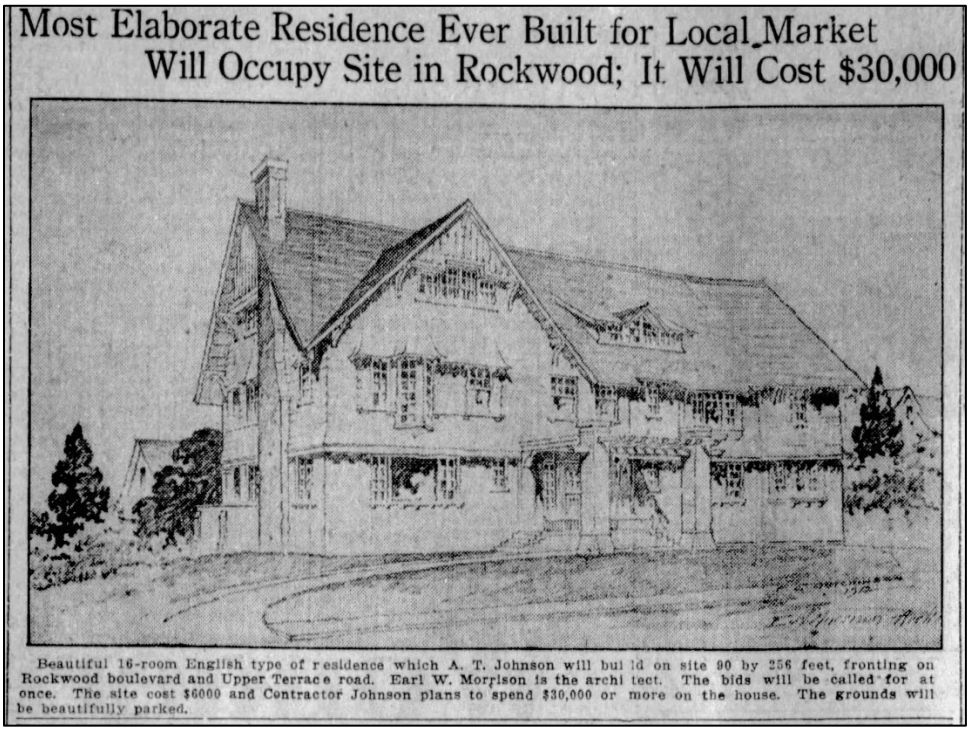
Source: The Spokesman-Review

Figure 24: Craftsman bungalow designed by Earl W. Morrison, built by A.T. Johnson, 1910



Source: The Spokesman Review

Figure 25: Speculative house designed by Earl W. Morrison, 1912 (not built)



Most Elaborate Residence Ever Built for Local Market
Will Occupy Site in Rockwood; It Will Cost $30,000

Beautiful 16-room English type of residence which A. T. Johnson will build on site 90 by 256 feet, fronting on Rockwood boulevard and Upper Terrace road. Earl W. Morrison is the architect. The bids will be called for at once. The site cost $6000 and Contractor Johnson plans to spend $30,000 or more on the house. The grounds will be beautifully parked.

Source: The Spokesman-Review

Figure 26: Prairie Style house designed by Morrison for C.P. Lindsley, 1912



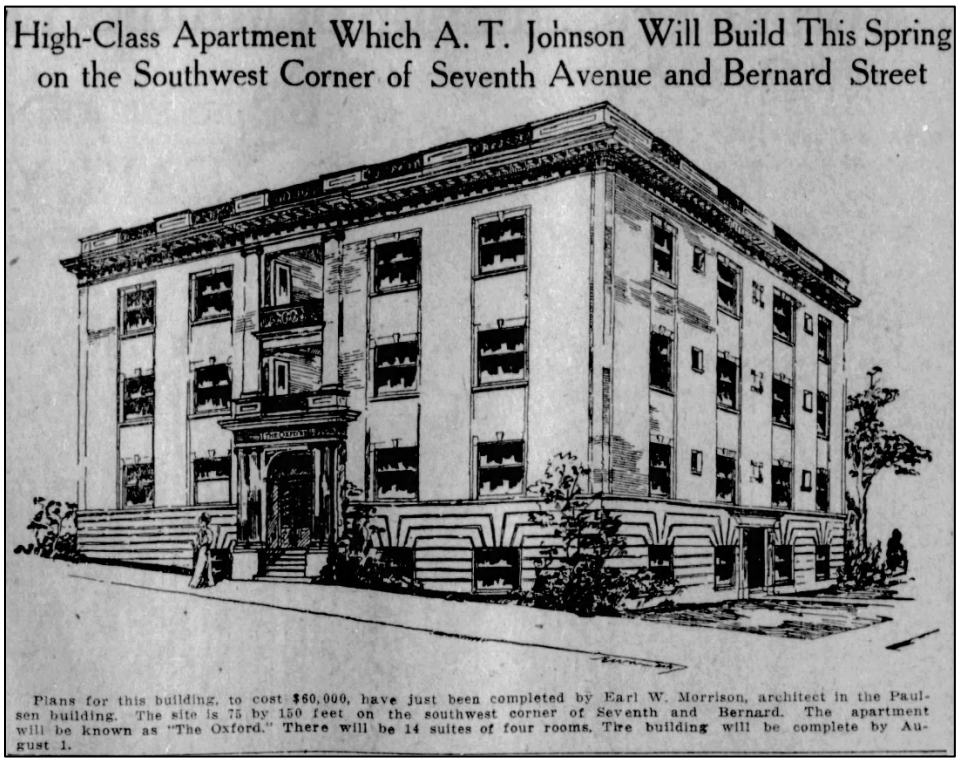
Will Have Typical Suburban Home on Sumner Avenue—Work Started

Perspective of home being built by C. P. Lindsley.

Patterned after the typical residences of the suburban districts of Chicago, the home of C. P. Lindsley at 210 Sumner avenue will offer a new style of architecture in Spokane. The home will have a six-foot overhanging roof and simple lines throughout. Work on the building was started last week and it will be completed about September 1. The property after the completion of the house will have a value of $40,000. Earl W. Morrison is the architect.

Source: Spokane Chronicle

Figure 27: The Oxford Apartment building, designed by Earl W. Morrison, 1912



High-Class Apartment Which A. T. Johnson Will Build This Spring on the Southwest Corner of Seventh Avenue and Bernard Street

Plans for this building, to cost $60,000, have just been completed by Earl W. Morrison, architect in the Paulsen building. The site is 75 by 150 feet on the southwest corner of Seventh and Bernard. The apartment will be known as "The Oxford." There will be 14 suites of four rooms. The building will be complete by August 1.

Source: The Spokesman-Review

Figure 28: A.T. Johnson Home, 1913



Rockwood Home Cost $45,000

A. T. Johnson residence.

One of the biggest and most expensive homes recently erected in the city is the residence of A. T. Johnson, on Sherman street, Gladstone avenue and Rockwood boulevard. The house is in the old English style of the Elizabethan period, of brick, timber and stucco construction.

Source: The Spokesman-Review

Photo 1 of 32: Front (south) façade, looking north



Photo 2 of 32: Soffits and eaves, typical; chimney, east side, looking SW



Photo 3 of 32: Window detail showing leading, typical



Photo 4 of 32: Front door showing mosaic, sidelights, oak storm door, looking north



Photo 5 of 32: East façade, looking west; note chimney



Photo 6 of 32: Sunporch windows detail, east side, looking NE



Photo 7 of 32: Rear (north) façade, looking SE



Photo 8 of 32: Rear stairs, looking west; note ice box and milk doors

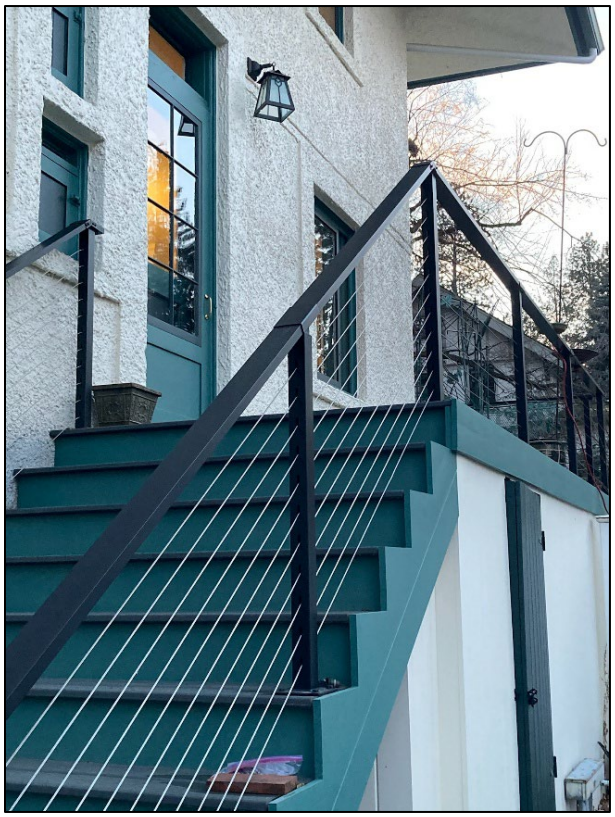


Photo 9 of 32: Entryway/foyer, looking west



Photo 10 of 32: Living room column with pendentive motif



Photo 11 of 32: Living room with fireplace, leaded doors to sunporch, looking NE



Photo 12 of 32: Living room doors on south side, looking south



Photo 13 of 32: Dining room, looking NW



Photo 14 of 32: Butler's pantry, south side, looking south



Photo 15 of 32: Kitchen, west wall looking west



Photo 16 of 32: Library pendentive motif echoed from livimg room column (pastel painting)

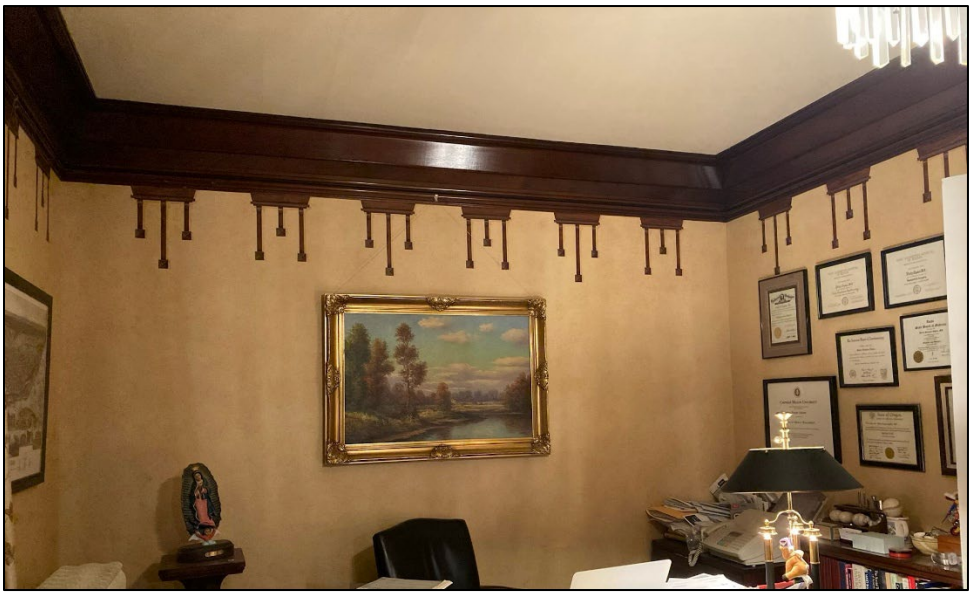


Photo 17 of 32: Main oak staircase; note pendentive motif repeated in balustrade



Photo 18 of 32: Second floor landing with view to bay window lancets



Photo 19 of 32: Master bedroom fireplace



Photo 20 of 32: Second level sunroom/sleeping porch



Photo 21 of 32: Servant's stairs (back of house)



Photo 22 of 32: Ballroom fireplace and box beams, restoration, looking NE



Photo 23 of 32: Linen closet, second floor, east wall, looking east



Photo 24 of 32: Hallway wallpaper, believed original



Photo 25 of 32: Mahogany bookshelves in library



Photo 26 of 32: Kitchen light, original to home



Photo 27 or 32: Ball and claw foot tub in servant's bathroom, original



Photo 28 of 32: Servant's bedroom, ballroom level



Photo 29 of 32: Detail of quarter sawn oak paneling, showing tiger stripes

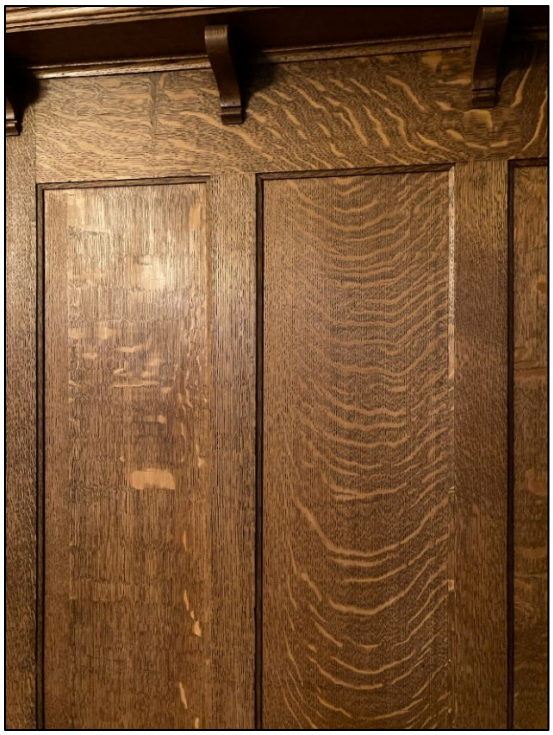


Photo 30 of 32: Garage and carport, looking NW



Photo 31 of 32: Planter boxes along sidewalk, looking east



Figure 32 of 32: Olmsted Triangle Park adjacent to Wolfle-Truney House, looking south



Urban Experience Committee Boards, Commissions, & Reports

Urban Experience Committee	Council Member(s):
Standing Committee Chair	Zappone
Vice Chair	Dixit
City Divisions Associated with Standing Committee: Neighborhood Housing & Human Services; Community & Economic Development; Parks; Library	
Council Subcommittees & Ad Hoc Workgroups:	
Housing Action Subcommittee	Dixit
Neighborhood Council Workgroup	Telis; Klitzke; Wilkerson
Internal Boards, Committees, & Commissions:	
CHHS Board	Dixit
Community Assembly	Wilkerson
Human Rights Commission	Telis
Plan Commission	Klitzke
External Boards, Committees, & Commissions:	
Downtown Spokane BID Board (Liaison Member)	Dixit
Downtown Spokane Partnership (Appointed by DSP)	Cathcart
East Sprague BID Board (Liaison Member - rotating)	Telis; Dillon
GMA Steering Committee of Elected Officials	Cathcart; Kiltzke; Dillon
Library Board	Telis
Park Board	Dillon
Spokane Arts Commission	Dixit
Staff Reports	
Housing and Homelessness Initaitve Manager	Nicolette Ocheltree

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Consent

Council Meeting Date: 05/11/2026

Date Rec'd	3/23/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	HOLLIS STAAL 509-625-6854	**Requisition #**	
Contact E-Mail	HSTAAL@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MFTE CONDITIONAL AGREEMENT FOR 6030 N RUBY ST.		

Agenda Wording

Conditional Multifamily Tax Exemption contract with Quigley 2 LLC, for the property located at 6030 N Ruby St., to create 7 dwelling units. Following construction the project intends to finalize under the 12 year 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 6030 N Ruby St. application meets the project eligibility requirements outlined in SMC 08.15.040, and is located in an adopted Residential Target Area identified in SMC 08.15.030. The application proposes to create 7 residential units on the property at 6030 N Ruby St., within the Nevada Heights neighborhood (District 1). The property is zoned GC-70, and the proposed use is allowed. Once the project is constructed, the applicant intends to finalize as a 12-year Multi-Family Tax 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. Projects that finalized under the 8-year exemption do not require income and rent restriction, but staff collect mandatory annual reports on the continued residential use of the project. Annual reporting ensures projects maintain permanent residential units, as directly contrasted with short-term rentals that are for 30 days or less, through the length of the exemption to meet the public benefit of creating more permanent residential housing units.

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 finaled 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	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#
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 Head	GARDNER, SPENCER		
Division Director	MACDONALD, STEVEN		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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eking@spokanecity.org	

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT
OPR 2026-

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Quigley 2 LLC, as "Owner/Taxpayer" whose business address is 2421 S Helena Ct., SPOKANE, WA, 99201.

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:

SPOKANE TER L39-40 B47

Assessor's Parcel Number(s) 36322.1018, commonly known as 6030 N Ruby St.

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 Twelve year Affordable Housing - with 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 **7** 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 statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year, if applicable;

(b) 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;

(c) 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

(d) 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. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least twenty-five percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. 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.

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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

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

DATED this _____ day of _____, 2026

CITY OF SPOKANE

By: _____

City Administrator, Alex Scott

Attest:

_____
City Clerk

Quigley 2 LLC/Brian Bunker

_____

_____

Owner/Taxpayer

Approved as to form:

_____
City Attorney

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Consent

Council Meeting Date: 05/11/2026

Date Rec'd	4/14/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	
Contact E-Mail	NSULYA@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	CONNECTING HOUSING TO INFRASTURE (CHIP) GRANT (26-96330-006)		

Agenda Wording

Contract with the Washington Department of Commerce (26-96330-006) to provide Connecting Housing to Infrastructure Program (CHIP) grant funds to construct utility improvements for affordable housing for $1,000,000.

Summary (Background)

In 2025, Spokane submitted grant applications to CHIP in partnership with 1727 E Hartson LLC, to help fund utility improvements at the latter's affordable housing project, Threshold Apartments and Ben Burr Townhomes. In January 2026, the City was awarded $1,000,000 for the project. The grant pays for onsite water, sewer and stormwater improvements for the housing development; offsite water, sewer, and stormwater improvements in the right-of-way, connecting to the development; and reimburses waived water, sewer and stormwater system development charges for the project.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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?

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

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,000,000
Current Year Cost	$ 1,000,000
Subsequent Year(s) Cost	$ 00

Narrative

A special budget ordinance will be taken before Council to accept and create budget for this award.

Amount		Budget Account
Revenue	$ 1,000,000.00	# 1
Expense	$ 1,000,000.00	# 1
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

n/a

Expense Occurrence	One-Time

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

No match required. No other budgetary impacts.

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN	ACCOUNTING -	DUFFEY, ANDREW
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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Capital Agreement with

City of Spokane

through

Connecting Housing to Infrastructure Program (CHIP)

Contract Number:
26-96330-006

For

To support the development of affordable housing by paying for utility infrastructure improvements for the Ben Burr and Threshold project AND by reimbursing the City of Spokane for waived system development charges of affordable housing units for the project.

Dated: Tuesday, July 1, 2025

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Face Sheet

Contract Number 26-96330-006

Growth Management Services
Connecting Housing to Infrastructure Program

1. Grantee City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		**2. Project Name and Address** Ben Burr and Threshold Project 1727 E. Hartson Spokane, WA 99202	
3. Grantee Representative Nate Sulya Program Professional nsulya@spokanecity.org		**4. COMMERCE Representative** Mischa Venables CHIP Project Manager (360)725-3088 Mischa.venables@commerce.wa.gov	PO Box 42525 1500 Jefferson Street Olympia, WA 98504
5. Contract Amount $1,000,000	**6. Funding Source** **Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	**7. Start Date** July 1, 2025	**8. End Date** June 30, 2027, subject to reappropriation
9. Federal Funds (as applicable) $0.00	**Federal Agency:** N/A	**ALN** N/A	
10. Tax ID # 91-6001280	**11. SWV #** SWV0003387	**12. UBI #** 328-013-877	**13. UEI #**
14. Award Method ☐ **Non-Competitive** x **Competitive**	**NOFO/RFX #** N/A	**Proviso #** 40000675	

15. Contract Purpose

To support the development of affordable housing by paying for utility infrastructure improvements for the Ben Burr and Threshold project AND by reimbursing the City of Spokane for waived system development charges of affordable housing units for the project.

COMMERCE, defined as the Department of Commerce, and Grantee acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget, and Attachment "C" – Commitment of Continued Affordability.

FOR GRANTEE	**FOR COMMERCE**
_____ Marlene Feist, Public Works Director mfeist@spokanecity.org	_____ Mark K. Barkley, Assistant Director Local Government Division
_____ Date	_____ Date
	APPROVED AS TO FORM ONLY **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

Special Terms and Conditions

1. CONTRACT MANAGEMENT

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

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Contract.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed $1,000,000, (One million dollars) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment A, Scope of Work, Attachment B, Budget, and Attachment C, Commitment of Continued Affordability.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, including backup documentation of costs, which shall be submitted to the Representative for COMMERCE via email, or the Commerce Contracts Management System.

Invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.
Each invoice/reimbursement request will either be submitted through the Commerce Contracts Management System or submitted to Commerce with a complete and signed Invoice Voucher (Form A-19) provided by a COMMERCE Representative and shall include the Contract Number 26-96330-006. Backup documentation detailing each cost, including invoices or receipts, must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.
Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

A. Notwithstanding any other provision of this contract, the Grantee may, at its discretion, make modifications to line items in the Budget (Attachment B) to respond to changes in project costs.
B. The Grantee shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B).
C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in the Face Sheet of this contract, nor does this section allow any proposed changes to the Scope of Work under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

4. SUBCONTRACTOR DATA COLLECTION

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

5. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Grantee shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

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6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS

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

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

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

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

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

LOWER TIER COVERED TRANSACTIONS

i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.

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

9. INDEMNIFICATION

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

10. NO THIRD-PARTY BENEFICIARIES

This Agreement is enforceable only by COMMERCE and GRANTEE and is not intended to establish any third-party entitlements, rights, or causes of action.

11. OWNERSHIP

COMMERCE disclaims any ownership in deliverables reimbursed under this grant.

12. PUBLIC BENEFIT OF LATECOMER FEES

Any latecomer fees as defined by RCW 35.91.020 collected by the Grantee or Subgrantee at any tier arising from infrastructure funded in whole or in part by this Contract, shall be remitted to the Grantee's affordable housing fund or to another funding source designated by the Grantee in support of affordable housing in the community.

13. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to all work performed under this Contract. COMMERCE reserves the right to review all state-funded projects and to require that work performed by Subcontractors of this Contract comply with this section.

A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust) executed by landowner/sub recipient of the grant. The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.

B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of 25 years from the date in which the property is improved upon and a statement of occupancy is issued for the purposes of affordable housing as intended under the funding. For single family housing units a partial reconveyance may be issued at the time of sale to qualified homeowner, but the affordability period will remain in effect under a covenant. For multi family housing units a reconveyance will be issued after the 25 year period has expired.

C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

D. Covenant. The property shall be covenanted for the purposes intended under the funding for a period of 25 years.

E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and

COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.

F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property.

14. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Commitment of Continued Affordability

General Terms and Conditions

1. DEFINITIONS

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

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

3. ALL WRITINGS CONTAINED HEREIN

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

4. AMENDMENTS

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

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

9. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

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

11. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

12. CONFLICT OF INTEREST

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

A. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

B. If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

13. COPYRIGHT

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

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

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

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

14. DISALLOWED COSTS

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

15. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

16. DUPLICATE PAYMENT

Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

17. GOVERNING LAW AND VENUE

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

18. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subcontractors, agents, or employees.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

19. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Contract. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

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

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

24. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

25. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the Grantee, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time , which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 31 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

26. PAY EQUITY

The Grantee agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

27. POLITICAL ACTIVITIES

Political activity of Grantee’s employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

28. PREVAILING WAGE LAW

The Grantee certifies that all Grantees and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, to the extent applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" to the extent required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW to the extent applicable, and shall make such records available for COMMERCE's review upon request

29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

30. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

31. RECAPTURE

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

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

32. RECORDS MAINTENANCE

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

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

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

33. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

34. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Grantee shall provide access to its facilities for this purpose.

35. SAVINGS

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

36. SEVERABILITY

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

37. SUBCONTRACTING

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

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

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

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

38. SURVIVAL

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

39. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

40. TERMINATION FOR CAUSE

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

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

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to

terminate the contract. A termination shall be deemed a “Termination for Convenience” if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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

41. TERMINATION FOR CONVENIENCE

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

42. TERMINATION PROCEDURES

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

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

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

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

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

43. TREATMENT OF ASSETS

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

A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.

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

44. WAIVER

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

Attachment A: SCOPE OF WORK:

Scope of Work

Water: Connect & upsize to the 6-inch water main in Hartson Ave. Water main will be extended down Hartson Ave to the east, & up Pittsburgh St to the north providing water to the north half of the site, as well to the south and east vacant 6 acres of parcels for future city late-comer fees. There will be significant demo,trenching through basalt and dirt, ROW restoration, landscaping restoration, design, mgmt and permit fees.

Sewer: Existing 4" side sewers are undersized. Install new 6" commercial side sewers for Threshold and new 4" laterals for Ben Burr. New sewer to the east, manholes, taps, cleanouts every 100', 2% slope, 3.5' cover, and 18"/5' separation from water lines. Meets City Design Standards Section 4. There will be significant demo, trenching through basalt and dirt, ROW restoration, landscaping restoration, design, mgmt and permit fees.

Stormwater: Install on-site stormwater facilities (vault, swales, catch basins, piping) for full site. Complies with Spokane Regional Stormwater Manual and City Design Standards Section 6. Site is in a CARA; design will include protective measures and DOE UIC registration.

Project Requirements

Based on the criteria within the state capital budget, SB 5195 Sec 1020, and criteria developed by Commerce to ensure the terms of the appropriation are met, all grants must meet the following criteria:

- Applicant must be a city, county or public utility district, applying in coordination with the developer of a affordable housing project, located within a jurisdiction that imposed a sales and use tax under RCW 82.14.530(1)(a)(ii), 82.14.530(1)(b)(i)(B), 82.14.540, or 84.52.105.
- The utility project must serve new affordable housing projects that serve and benefit low-income households as defined by RCW 43.185A.010 for at least 25 years. If the project is a mixed-income project, the affordable portion of the development must be at least 25%. (See Appendix C, Commitment of Continued Affordability.)
- Project work, meaning breaking ground and starting the construction process, must start by January, 2028.
- For system development charge waiver reimbursement, jurisdictions must have an adopted fee waiver program, and documentation that the fees have been waived for the affordable housing units by each provider for water, sewer, and stormwater, in accordance with the budget. See Appendix B, Budget.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

_____ _____

Marlene Feist, Public Works Director DATE

Attachment B: CHIP Budget

Type of Cost	Recipient	Amount
Waived system development charges (SDCs) for Water	Jurisdiction or public utility waiving the SDCs:	194,532.26
Waived system development charges for sewer	Jurisdiction or public utility waiving the SDCs:	558,803.22
Waived system development charges for Stormwater	Jurisdiction or public utility waiving the SDCs:	0
Utility improvement costs as detailed in Attachment A: Scope of Work	Pass through funding to affordable housing project costs	411,386.00
Contract Total		1,000,000.00

CHIP funds can pay for the system development charges for the affordable units. All costs related to CHIP funding must be submitted for reimbursement no later than June 30, 2027, or revised contract end date if reappropriated. Calculations and SDC waiver documentation, along with the ordinance and fee schedule must be provided with the invoice for SDCs.

CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The GRANTEE by its signature, certifies that GRANTEE has received binding assurances from the Project Developer or other relevant party that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that the Project Developer has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

_____ _____

Marlene Feist, Public Works Director DATE

Attachment C: Commitment of Continued Affordability

The Threshold Apartments (rental) will be monitored by the City of Spokane CHHS as part of HOME and 1590 compliance. The Ben Burr Townhomes (ownership) will be monitored under the City's HOME/1406 ownership compliance structure with resale covenants.

Affordability for both the Threshold Apartments and Ben Burr Townhomes will be secured through a recorded covenant and deed of trust, meeting and exceeding the minimum 25-year requirement. Because the project has already received awards from the City of Spokane through 1590, HOME, and 1406 funds, as well as designation under the Multifamily Tax Exemption (MFTE) program, the affordability period is governed by multiple overlapping compliance frameworks. Collectively, these funding sources require long-term monitoring and reporting that extend beyond 25 years.

For the rental component (Threshold Apartments), tenant income certification, lease review, and rent schedule compliance will be monitored annually by the City of Spokane's Community, Housing, and Human Services (CHHS) Department. Digital records will be maintained by and made available for city audit. HOME compliance additionally requires regular reporting, income verification, and long-term record retention, while MFTE requires annual third-party verification of unit affordability.

If the project is NOT already monitored for affordability by an organization such as the Housing Trust Fund, The Washington State Housing Finance Commission, a housing authority, or a local government monitoring process, then the following is required:

- The project must be enrolled in Commerce's Tracking Housing Affordability Database (THAD), for receiving annual reports and conducting 5-year audits.
- The project must provide a covenant and/or note and deed of trust naming Commerce as part of securitization.
- The project must maintain records for 31 years in accordance with the Records Maintenance in contract General Terms and Conditions.

For the purposes of this contract, the utility project must serve new affordable housing projects that serve and benefit low-income households for at least 25 years.

"Affordable housing" has the same meaning as in RCW 43.185A.010, and means residential housing for rental occupancy which, as long as the same is occupied by low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent of the family's income. In the context of homeownership, the definition from the Housing Trust Fund Handbook applies (Section 701.7): "affordability occurs when a household's monthly housing costs are generally no more than 38 percent of monthly household income and total debt is no more than 45 percent of monthly household income. Housing costs include mortgage principal, interest, property taxes, homeowner insurance, homeowner association fees, and land lease fees, as applicable. Total debt includes other debt and utilities."

[1] "Low-income household" has the same definition as in RCW 43.185.010(6), and means a single person, family or unrelated persons living together whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for the county where the project is located.

Ben Burr and Threshold Project	
County and parcel number(s) of property:	Spokane County, 35202.001
Organization monitoring continued affordability:	City of Spokane CHHS
Term of affordability:	50 years
Documentation evidencing securitization of affordability	CHHS Contract

Enter Number of Units in each category below:	
30% AMI- Studio	
30% AMI- 1 Bedroom	
30% AMI- 2 Bedroom	
30% AMI- 3 Bedroom	
30% AMI- Other	
50% AMI- Studio	
50% AMI- 1 Bedroom	4
50% AMI- 2 Bedroom	
50% AMI- 3 Bedroom	
50% AMI- Other	
60% AMI- Studio	
60% AMI- 1 Bedroom	
60% AMI- 2 Bedroom	
60% AMI- 3 Bedroom	6
60% AMI- Other	
80% AMI- Studio	
80% AMI- 1 Bedroom	6
80% AMI- 2 Bedroom	6
80% AMI- 3 Bedroom	12
80% AMI- Other	

Initial breakdown of affordable units pending community need

The GRANTEE by its signature, certifies that the project will be monitored to ensure continued affordability for a minimum of 25 years, evidenced by documentation listed above. The GRANTEE shall maintain records sufficient to evidence the continued affordability, and that it will retain and shall make such records available for COMMERCE's review upon reasonable request.

Marlene Feist, Public Works Director

DATE

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Consent

Council Meeting Date: 05/11/2026

Date Rec'd	4/14/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	NATE SULYA 6988	**Requisition #**	
Contact E-Mail	NSULYA@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM (CHIP) GRANT (26-		

Agenda Wording

Contract with the Washington Department of Commerce (26-96330-008) to provide Connecting Housing to Infrastructure Program (CHIP) grant funds to construct utility improvements for affordable housing for $945,446.

Summary (Background)

In 2025, Spokane submitted grant applications to CHIP to help fund utility improvements at the affordable housing project 315 9th Senior Affordable Housing. In January 2026, the City was awarded $945,446 for the project. The grant pays for onsite water, sewer and stormwater improvements for the housing development; offsite water, sewer, and stormwater improvements in the right-of-way, connecting to the development; and reimburses waived water, sewer and stormwater system development charges for the project.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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?

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

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 945,446
Current Year Cost	$ 945,446
Subsequent Year(s) Cost	$ 00

Narrative

A special budget ordinance will be taken before Council to accept and create budget for this award.

Amount		Budget Account
Revenue	$ 945,446.00	# 1
Expense	$ 945,446.00	# 1
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

n/a

Expense Occurrence	One-Time

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

No match required. No other budgetary impacts.

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN	ACCOUNTING -	DUFFEY, ANDREW
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

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Washington State Department of Commerce

Capital Agreement with

City of Spokane

through

Connecting Housing to Infrastructure Program (CHIP)

Contract Number:
26-96330-008

For

To support the development of affordable housing by paying for utility infrastructure improvements for the 315 W 9th Senior Affordable Housing project AND by reimbursing the City of Spokane for waived system development charges of affordable housing units for the project.

Dated: Tuesday, July 1, 2025

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Face Sheet

Contract Number 26-96330-008

Growth Management Services
Connecting Housing to Infrastructure Program

1. Grantee City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		**2. Project Name and Address** 315 W 9th Senior Affordable Housing 315 W 9th Ave Spokane, WA 99204	
3. Grantee Representative Nate Sulya Program Professional nsulya@spokanecity.org		**4. COMMERCE Representative** Mischa Venables CHIP Project Manager (360)725-3088 Mischa.venables@commerce.wa.gov	PO Box 42525 1500 Jefferson Street Olympia, WA 98504
5. Contract Amount $945,446	**6. Funding Source** **Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	**7. Start Date** July 1, 2025	**8. End Date** June 30, 2027, subject to reappropriation
9. Federal Funds (as applicable) $0.00	**Federal Agency:** N/A	**ALN** N/A	
10. Tax ID # 91-6001280	**11. SWV #** SWV0003387	**12. UBI #** 328-013-877	**13. UEI #**
14. Award Method ☐ **Non-Competitive** x **Competitive**	**NOFO/RFX #** N/A	**Proviso #** 40000675	

15. Contract Purpose

To support the development of affordable housing by paying for utility infrastructure improvements for the 315 W 9th Senior Affordable Housing project AND by reimbursing the City of Spokane for waived system development charges of affordable housing units for the project.

COMMERCE, defined as the Department of Commerce, and Grantee acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget, and Attachment "C" – Commitment of Continued Affordability.

FOR GRANTEE	**FOR COMMERCE**
_____ Marlene Feist, Public Works Director mfeist@spokanecity.org	_____ Mark K. Barkley, Assistant Director Local Government Division
_____ Date	_____ Date
	APPROVED AS TO FORM ONLY **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

Special Terms and Conditions

1. CONTRACT MANAGEMENT

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

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Contract.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed $945,446, (nine hundred forty-five thousand, four hundred forty-six dollars) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment A, Scope of Work, Attachment B, Budget, and Attachment C, Commitment of Continued Affordability.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, including backup documentation of costs, which shall be submitted to the Representative for COMMERCE via email, or the Commerce Contracts Management System.

Invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.
Each invoice/reimbursement request will either be submitted through the Commerce Contracts Management System or submitted to Commerce with a complete and signed Invoice Voucher (Form A-19) provided by a COMMERCE Representative and shall include the Contract Number 26-96330-008. Backup documentation detailing each cost, including invoices or receipts, must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.
Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

A. Notwithstanding any other provision of this contract, the Grantee may, at its discretion, make modifications to line items in the Budget (Attachment B) to respond to changes in project costs.
B. The Grantee shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B).
C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in the Face Sheet of this contract, nor does this section allow any proposed changes to the Scope of Work under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

4. SUBCONTRACTOR DATA COLLECTION

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

5. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Grantee shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS

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

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

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

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

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

LOWER TIER COVERED TRANSACTIONS

i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.

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

9. INDEMNIFICATION

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

10. NO THIRD-PARTY BENEFICIARIES

This Agreement is enforceable only by COMMERCE and GRANTEE and is not intended to establish any third-party entitlements, rights, or causes of action.

11. OWNERSHIP

COMMERCE disclaims any ownership in deliverables reimbursed under this grant.

12. PUBLIC BENEFIT OF LATECOMER FEES

Any latecomer fees as defined by RCW 35.91.020 collected by the Grantee or Subgrantee at any tier arising from infrastructure funded in whole or in part by this Contract, shall be remitted to the Grantee's affordable housing fund or to another funding source designated by the Grantee in support of affordable housing in the community.

13. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to all work performed under this Contract. COMMERCE reserves the right to review all state-funded projects and to require that work performed by Subcontractors of this Contract comply with this section.

A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust) executed by landowner/sub recipient of the grant. The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.

B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of 25 years from the date in which the property is improved upon and a statement of occupancy is issued for the purposes of affordable housing as intended under the funding. For single family housing units a partial reconveyance may be issued at the time of sale to qualified homeowner, but the affordability period will remain in effect under a covenant. For multi family housing units a reconveyance will be issued after the 25 year period has expired.

C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

D. Covenant. The property shall be covenanted for the purposes intended under the funding for a period of 25 years.

E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and

COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.

F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property.

14. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Commitment of Continued Affordability

General Terms and Conditions

1. DEFINITIONS

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

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

3. ALL WRITINGS CONTAINED HEREIN

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

4. AMENDMENTS

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

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

9. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

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

11. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

12. CONFLICT OF INTEREST

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

A. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

B. If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

13. COPYRIGHT

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

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

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

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

14. DISALLOWED COSTS

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

15. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

16. DUPLICATE PAYMENT

Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

17. GOVERNING LAW AND VENUE

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

18. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subcontractors, agents, or employees.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

19. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Contract. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

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

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

24. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

25. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the Grantee, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time , which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 31 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

26. PAY EQUITY

The Grantee agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

27. POLITICAL ACTIVITIES

Political activity of Grantee’s employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

28. PREVAILING WAGE LAW

The Grantee certifies that all Grantees and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, to the extent applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" to the extent required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW to the extent applicable, and shall make such records available for COMMERCE's review upon request

29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

30. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

31. RECAPTURE

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

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

32. RECORDS MAINTENANCE

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

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

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

33. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

34. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Grantee shall provide access to its facilities for this purpose.

35. SAVINGS

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

36. SEVERABILITY

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

37. SUBCONTRACTING

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

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

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

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

38. SURVIVAL

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

39. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

40. TERMINATION FOR CAUSE

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

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

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to

terminate the contract. A termination shall be deemed a “Termination for Convenience” if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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

41. TERMINATION FOR CONVENIENCE

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

42. TERMINATION PROCEDURES

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

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

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

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

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

43. TREATMENT OF ASSETS

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

A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.

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

44. WAIVER

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

Attachment A: SCOPE OF WORK:

Scope of Work

Water: 6” water connection in the street plus related on-site work for 1 building,

Sewer: 6” sewer connection in the street plus related on-site work for 1 35-unit building

Stormwater: roof drain connections, Bio-filtration swale with retaining walls, stormtech chamber system, and infiltration galleries and related rock removal trenching, bedding and piping (6” SDR 35 PVC and a storm cleanout)

Project Requirements

Based on the criteria within the state capital budget, SB 5195 Sec 1020, and criteria developed by Commerce to ensure the terms of the appropriation are met, all grants must meet the following criteria:

- Applicant must be a city, county or public utility district, applying in coordination with the developer of a affordable housing project, located within a jurisdiction that imposed a sales and use tax under RCW 82.14.530(1)(a)(ii), 82.14.530(1)(b)(i)(B), 82.14.540, or 84.52.105.
- The utility project must serve new affordable housing projects that serve and benefit low-income households as defined by RCW 43.185A.010 for at least 25 years. If the project is a mixed-income project, the affordable portion of the development must be at least 25%. (See Appendix C, Commitment of Continued Affordability.)
- Project work, meaning breaking ground and starting the construction process, must start by January, 2028.
- For system development charge waiver reimbursement, jurisdictions must have an adopted fee waiver program, and documentation that the fees have been waived for the affordable housing units by each provider for water, sewer, and stormwater, in accordance with the budget. See Appendix B, Budget.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

_____ _____

Marlene Feist, Public Works Director DATE

Attachment B: CHIP Budget

Type of Cost	Recipient	Amount
Waived system development charges (SDCs) for Water	Jurisdiction or public utility waiving the SDCs:	100,988
Waived system development charges for sewer	Jurisdiction or public utility waiving the SDCs:	319,503
Waived system development charges for Stormwater	Jurisdiction or public utility waiving the SDCs:	0
Utility improvement costs as detailed in Attachment A: Scope of Work	Pass through funding to affordable housing project costs	524,955
Contract Total		945,446

CHIP funds can pay for the system development charges for the affordable units. All costs related to CHIP funding must be submitted for reimbursement no later than June 30, 2027, or revised contract end date if reappropriated. Calculations and SDC waiver documentation, along with the ordinance and fee schedule must be provided with the invoice for SDCs.

CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The GRANTEE by its signature, certifies that GRANTEE has received binding assurances from the Project Developer or other relevant party that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that the Project Developer has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

_____ _____

Marlene Feist, Public Works Director DATE

Attachment C: Commitment of Continued Affordability

Monitoring will be completed by the City of Spokane as part of the City's HEART fund loan agreement.

If the project is NOT already monitored for affordability by an organization such as the Housing Trust Fund, The Washington State Housing Finance Commission, a housing authority, or a local government monitoring process, then the following is required:

- The project must be enrolled in Commerce's Tracking Housing Affordability Database (THAD), for receiving annual reports and conducting 5-year audits.
- The project must provide a covenant and/or note and deed of trust naming Commerce as part of securitization.
- The project must maintain records for 31 years in accordance with the Records Maintenance in contract General Terms and Conditions.

For the purposes of this contract, the utility project must serve new affordable housing projects that serve and benefit low-income households for at least 25 years.

"Affordable housing" has the same meaning as in RCW 43.185A.010, and means residential housing for rental occupancy which, as long as the same is occupied by low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent of the family's income. In the context of homeownership, the definition from the Housing Trust Fund Handbook applies (Section 701.7): "affordability occurs when a household's monthly housing costs are generally no more than 38 percent of monthly household income and total debt is no more than 45 percent of monthly household income. Housing costs include mortgage principal, interest, property taxes, homeowner insurance, homeowner association fees, and land lease fees, as applicable. Total debt includes other debt and utilities."

[1] "Low-income household" has the same definition as in RCW 43.185.010(6), and means a single person, family or unrelated persons living together whose adjusted income is less than eighty percent of the median family income, adjusted for household size, for the county where the project is located.

315 W 9th Senior Affordable Housing	
County and parcel number(s) of property:	Spokane County, 35194.2825, 35194.2124, 35194.2125
Organization monitoring continued affordability:	City of Spokane
Term of affordability:	50 years
Documentation evidencing securitization of affordability	HEART Fund Loan Agreement

Enter Number of Units in each category below:	
30% AMI- Studio	
30% AMI- 1 Bedroom	11
30% AMI- 2 Bedroom	
30% AMI- 3 Bedroom	
30% AMI- Other	
50% AMI- Studio	
50% AMI- 1 Bedroom	6
50% AMI- 2 Bedroom	2
50% AMI- 3 Bedroom	
50% AMI- Other	
60% AMI- Studio	
60% AMI- 1 Bedroom	
60% AMI- 2 Bedroom	
60% AMI- 3 Bedroom	
60% AMI- Other	
80% AMI- Studio	
80% AMI- 1 Bedroom	14
80% AMI- 2 Bedroom	3
80% AMI- 3 Bedroom	
80% AMI- Other	

Initial breakdown of affordable units pending community need

The GRANTEE by its signature, certifies that the project will be monitored to ensure continued affordability for a minimum of 25 years, evidenced by documentation listed above. The GRANTEE shall maintain records sufficient to evidence the continued affordability, and that it will retain and shall make such records available for COMMERCE's review upon reasonable request.

_____ _____

Marlene Feist, Public Works Director DATE

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Consent

Council Meeting Date: 05/11/2026

Date Rec'd	3/16/2026
Clerk's File #	OPR 2025-0305
Cross Ref #	OPR 2020-0723
Project #	
Bid #	
Requisition #	

Submitting Dept	INFORMATION TECHNOLOGY
Contact Name/Phone	PEGGY LUND X6954
Contact E-Mail	KLUND@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	BWILKERSON PDILLON
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	HYLAND ANNUAL SOFTWARE SUBSCRIPTION AND SUPPORT

Agenda Wording

Contract with Hyland for software supporting On Base document imaging system. Contract term begins 04/01/2026 and ends 03/31/2030. The 2026 annual maintenance is $79,087.70, plus applicable tax.

Summary (Background)

Hyland Software supports the City's OnBase document imaging system, which is utilized by various City Departments. Hyland Software was selected and implemented in 2009 for the City of Spokane's Enterprise Document Imaging & Management System. Hyland Software is the only supplier of OnBase licensing. This contract is amending contract OPR 2025-0305 to four (4) years in to mitigate a 7.5% annual CPI to 5.5%. Total contract amount is $343,419.96. Four-year breakout is: 2026 $79,087.70 2027 $83,437.60 2028 $88,026.55 2029 $92,868.11 Total $343,419.96

What impacts would the proposal have on historically excluded communities?

Not applicable – annual software subscription

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

Not applicable – annual software subscription

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

Not applicable – annual software subscription

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our contract with Hyland Software.

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 343,419.96
Current Year Cost	$ 79,087.70
Subsequent Year(s) Cost	$ 83,437.60

Narrative

Amount		Budget Account
Expense	$ 79,087.70	# 5300-73300-18850-54214
Select	$	#
Select	$	#
Select	$	#
Select	$	#
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 Head	MARTINEZ, LAZ		
Division Director			
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Noreen Kilbane; Noreen.kilbane@hyland.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

City Clerk's No. OPR 2025-0305
Hyland Contract #: EU-10294-HYL045018

City of Spokane

CONTRACT RENEWAL

Title: ONBASE SOFTWARE SUPPORT

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HYLAND SOFTWARE, INC**., whose address is, 28105 Clemens Road, Westlake, Ohio 44145, as ("Company"). individually hereafter referenced as a "Party", and together as the "Parties", individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, on May 22, 2025 the parties executed a one year Contract covering contract term April 1, 2025- to March 31, 2026 wherein the Company agreed to provide Software Support and Maintenance for OnBase Software, the City's Document Management System; and

WHEREAS, in an effort to reduce costs of a shorter duration one year contract, renewal, the Parties have agreed to renew the contract for an additional four (4) year contract term mitigating City's annual Consumer Price Index (CPI) increase from 7.5% to 5.5%, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.
The original Contract, dated May 22, 2025, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on April 1, 2026 and run through March 31, 2030.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **THREE HUNDRED FORTY-THREE THOUSAND FOUR HUNDRED NINETEEN AND 96/100 DOLLARS** (**$343,419.96**), plus applicable sales tax, payable in accordance with Company's Quote No. HYL072731, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment 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 by having legally binding representatives affix their signatures below.

HYLAND SOFTWARE, INC. .	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract Amendment:
Company's Quote No. HYL072731

26-050

HYLAND™

Quote

Hyland Reference Number: HYL072731

Parties	
Customer Name ("Customer")	City of Spokane, WA
Hyland Entity Name ("Hyland")	Hyland Software, Inc.

Customer Information	
Billing Details	**Shipping Details**
Name: City of Spokane, WA	Name: City of Spokane, WA
Bill To Address	**Ship To Address**
808 W. Spokane Falls Blvd. Spokane Washington 99201 United States	808 W. Spokane Falls Blvd. Spokane Washington 99201 United States
Bill To Contact	**Ship To Contact**
Name: Katherine Lund Email: klund@spokanecity.org Phone: 5096256954	Name: Katherine Lund Email: klund@spokanecity.org Phone: 5096256954
Quote Details	**Sales Representative**
Term Length in Months: 48 Pricing Expiration Date: April 30, 2026 Quote Reference: Q-422700	Name: Ross Kohlmyer Email: ross.kohlmyer@hyland.com Phone: +1.440.788.5890

ON-PREMISE SUBSCRIPTIONS

Product Code	Product Name	Schedule	Quantity
AEIPI2_SUBS	Enterprise Application Enabler	GSA	1
AIIPW2_SUBS	Desktop Document Imaging (30 ppm max)	GSA	1
AIIPW3_SUBS	Desktop Document Imaging (Unlimited)	GSA	8
AMIPW1_SUBS	Agenda Management	Open Market	1
APIPQ3_SUBS	Query API (Initial 500 queries/hour) (OnBase Unity/Core)	GSA	1
CLIPW1_SUBS	COLD/ERM	GSA	1
CMIPI1_SUBS	Configuration Migration Utility	Open Market	1
CTIPC_SUBS	Concurrent Client	GSA	67
DIIPW2_SUBS	Production Document Imaging (Kofax or Twain) (2+)	GSA	2
DMIPI1_SUBS	EDM Services	GSA	1
DPIPW1_SUBS	Document Import Processor	GSA	1
DXIPI1_SUBS	Integration for DocuSign eSignature	GSA	1
GWIPI1_SUBS	Public Sector Constituency Web Access	GSA	204400
IDIPC1_SUBS	Full-Text Indexing Concurrent Client for Autonomy IDOL	Open Market	1
IDIPI1_SUBS	Full-Text Indexing Server for Autonomy IDOL	Open Market	1
ISIPW1_SUBS	Production Document Imaging (ISIS or TWAIN) (1)	GSA	1
ISIPW2_SUBS	Production Document Imaging (ISIS or TWAIN) (2+)	GSA	6
OBIPW1_SUBS	Multi-User Server	GSA	1
OMIPI1-IPHN_SUBS	Mobile Access for iPhone	GSA	1
OMIPW1-IPAD_SUBS	Mobile Access for iPad	GSA	1
PDFIPI1_SUBS	PDF Framework	GSA	1
PTIPC1_SUBS	Virtual Print Driver	GSA	1
REAIPI1_SUBS	REST API Integration Toolkit	Open Market	1
STIPI1_SUBS	StatusView	Open Market	1
UFIPI1_SUBS	Unity Forms	Open Market	1
UIIPI1_SUBS	Unity Integration Toolkit	GSA	1
UNIPI1_SUBS	Unity Client Server	Open Market	1
VLIPC_SUBS	WorkView Concurrent Client SL	GSA	3

WLIPC_SUBS	Workflow Concurrent Client SL	GSA	21

Product Code	Product Name	Schedule	Quantity
WTIPI1_SUBS	Conversion From Microsoft Office To Image Framework	GSA	1
WTIPI1-AS_SUBS	Conversion From Microsoft Office To Image Framework (Aspose)	GSA	1
WTIPW1_SUBS	Web Server	GSA	1

PAYMENT SUMMARY

Year	Subscription Payments
Year 1	USD 79,087.70
Year 2	USD 83,437.60
Year 3	USD 88,026.55
Year 4	USD 92,868.11

Prices are exclusive of all taxes and governmental charges (such as duties). All invoices issued by Hyland will include all applicable taxes based on the jurisdiction in which the Customer is located. Customer agrees to provide Hyland with valid tax exemption certificates in advance of the issuance of any invoice.

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HYLASOF-01 OPLOVELOCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/25/2026

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	CONTACT NAME:	
Henderson Brothers Inc 920 Ft. Duquesne Blvd. Pittsburgh, PA 15222	PHONE (A/C, No, Ext): (412) 261-1842	FAX (A/C, No): (412) 261-4149
	E-MAIL ADDRESS: mailroom@hendersonbrothers.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Hyland Software, Inc.; HSI Holdings I, Inc. 28105 Clemens Road Westlake, OH 44145-1145	INSURER A : Federal Insurance Company	20281
	INSURER B : Great Northern Insurance	20303
	INSURER C : Pacific Employers Insurance Company	22748
	INSURER D : Allied World Assurance Co.	19489
	INSURER E :	
	INSURER F :	

COVERAGES **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		35783325	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		73522883	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			79882068	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71748177	12/31/2025	12/31/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cyber Tech PL/E&O			0312-7231	3/2/2026	3/2/2027	Each Occ / Aggregate	5,000,000

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

HSI #10294

The City of Spokane is included as Additional Insured with respect to General Liability and Auto Liability as required by written contract. A written 30-Day Notice of Cancellation applies with respect to General Liability on behalf of the Additional Insured as provided by endorsement.

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert J Hyppert

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License Information:

New search Back to results

Entity name: HYLAND SOFTWARE INC

Business name: HYLAND SOFTWARE INC.

Entity type: Profit Corporation

UBI #: 602-207-254

Business ID: 001

Location ID: 0002

Location: Active

Location address: 28105 CLEMENS RD
WESTLAKE OH 44145-1100

Mailing address: 28500 CLEMENS RD
WESTLAKE OH 44145-1145

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 date
Bellingham General Business	052133			Active		Aug-01-2013
Camas General Business - Non-Resident				Active	Jul-31-2026	Jul-29-2025

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Issaquah General Business - Non-Resident				Active	Jul-31-2026	Jul-26-2024
Redmond General Business - Non-Resident				Active	Jul-31-2026	Jul-29-2025
Spokane General Business - Non-Resident				Active	Mar-31-2027	Mar-27-2026
Vancouver General Business - Non-Resident				Active	Jul-31-2026	Jul-23-2024

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GHAI, JITESH	

Registered Trade Names

Registered trade names	Status	First issued
HYLAND SOFTWARE, INC.	Active	Aug-01-2013

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/30/2026 8:02:09 AM

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Don't see what you expected?
Check if your browser is supported

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 04/20/2026

Committee Agenda type: Consent

Council Meeting Date: 05/11/2026

Date Rec'd	4/14/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	HUMAN RESOURCES	**Bid #**	
Contact Name/Phone	ALLISON ADAM 6383	**Requisition #**	CR PENDING
Contact E-Mail	AADAM@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE SDIXIT		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ALLONE HEALTH RESOURCES (EAP) CONTRACT RENEWAL		

Agenda Wording

Contract with AllOne Heath Resources to provide Employee Assistance Program to employees with the City of Spokane

Summary (Background)

The City of Spokane entered into an agreement in March 2023 to provide Employee Assistance Program (EAP) services to City employees, originally with Deer Oaks LLC and now held by AllOne Health Resources, Inc. following a merger. The contract included two one-year renewal options; this amendment represents the first renewal, extending services from April 1, 2026 through March 31, 2027. Continuation of this contract ensures uninterrupted EAP services for City employees

What impacts would the proposal have on historically excluded communities?

This is a benefit for all City of Spokane employees.

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?

The EAP provides summary reports on usage of their services.

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

The EAP is a part of City employee benefits.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** NTE 58,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 59,664	**#** 5830-78710-17310-54101-99999 with sales tax
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Select

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 Head	ADAM, ALLISON	**PURCHASING**	
Division Director	ADAM, ALLISON		
Accounting Manager	BUSTOS, KIM		
Legal	HARRINGTON,		
For the Mayor			

Distribution List	
	laga@spokanecity.org
mdean@spokanecity.org	ddaniels@spokanecity.org
kbustos@spokanecity.org	

Committee Agenda Sheet
Urban Experience Committee

Committee Date	4/20/2026
Submitting Department	Human Resources-Benefits Department
Contact Name	Allison Adam
Contact Email & Phone	aadam@spokanecity.org
Council Sponsor(s)	Zack Zappone Sara Dixit
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	AllOne Health Resources (EAP) Contract Renewal
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City of Spokane entered into an agreement in March 2023 to provide Employee Assistance Program (EAP) services to City employees, originally with Deer Oaks LLC and now held by AllOne Health Resources, Inc. following a merger. The contract included two one-year renewal options; this amendment represents the first renewal, extending services from April 1, 2026 through March 31, 2027. Continuation of this contract ensures uninterrupted EAP services for City employees.

Fiscal Impact

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

Total Cost: Click or tap here to enter text.

Current year cost: NTE $58,000

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: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.

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?

This is a benefit for all City of Spokane employees.

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? The EAP provides summary reports on usage of their services.
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The EAP is a part of City employee benefits.

City Clerk's No. OPR 2023-0316

CITY OF SPOKANE

CONTRACT RENEWAL
1 of 2

Title: EMPLOYEE ASSISTANCE PROGRAM

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ALLONE HEALTH RESOURCES, INC.**, whose address is100 North Pennsylvania Avenue, Wilkes-Barre, Pennsylvania 18701, 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 Employee Assistance Program Services; and

WHEREAS, the initial contract provided for two (2) additional one (1) year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.
The original Contract, dated March 21, 2023 and March 31, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Renewal shall become effective on April 1, 2026 and shall run through March 31, 2027.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **FIFTY-EIGHT THOUSAND AND NO/100 DOLLARS** (**$58,000.00**), and applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

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

ALLONE HEALTH RESOURCES, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment

26-077

ATTACHMENT 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) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

License Information:

New search Back to results

Entity name: DEER OAKS EAP SERVICES, LLC

Business name: DEER OAKS EAP SERVICES, LLC

Entity type: Limited Liability Company

UBI #: 603-044-693

Business ID: 001

Location ID: 0002

Location: Active

Location address: 100 N PENNSYLVANIA AVE
WILKES BARRE PA 18701-3507

Mailing address: 100 N PENNSYLVANIA AVE
WILKES BARRE PA 18701-3507

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance d
Spokane General Business - Non-Resident				Active	Mar-31-2027	Mar-31-2026

Owners and officers on file with the Department of Revenue

Owners and officers	Title
WASLEY, KEITH	ceo & president

Registered Trade Names

Registered trade names	Status	First issued
ALLONE HEALTH	Active	Feb-28-2025

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 4/1/2026 12:52:26 PM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

ALLOHEA-01 X00APARTHIBAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2026

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

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

PRODUCER AssuredPartners of New Jersey, LLC dba AssuredPartners of Northeastern PA 1130 Highway 315 Wilkes Barre, PA 18702	CONTACT NAME: Sally Luongo PHONE (A/C, No, Ext): (570) 270-6096 6096 FAX (A/C, No): (570) 270-6096 E-MAIL ADDRESS: sally.luongo@assuredpartners.com
INSURED AllOne Health Resources, Inc. 100 Pennsylvania Ave Wilkes Barre, PA 18701	INSURER A : Hartford Fire Insurance Co — NAIC # 19682 INSURER B : Trumbull Insurance Co — 27120 INSURER C : Hartford Casualty Insurance Co — 29424 INSURER D : Allmerica Financial Alliance Insurance Co — 10212 INSURER E : INSURER F :

COVERAGES **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		44UUNBG9VG2	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			44UENBG9VH6	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			44HHUBG9VHN	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WKYJ223898	6/1/2025	6/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

When required by written contract: City of Spokane, Washington and any other parties are listed as Additional Insureds under General Liability per form HG 00 01.

Certificate holder will receive 30 Days' Notice of Cancellation Except 15 Days for Non-Payment of Premium.

CERTIFICATE HOLDER

City of Spokane, Washington
808 W. Spokane Falls Blvd.
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sally Luongo

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

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

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

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

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

(a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

(b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business

and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

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

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

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

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

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

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

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

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

(1) Your Work

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

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

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

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

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

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V - DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. **"Bodily injury"** means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. **"Coverage territory"** means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in a. above;

(2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

8. **"Employment-Related Practices"** means:

a. Refusal to employ that person;

b. Termination of that person's employment; or

c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section **III** - Limits of Insurance;

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily

injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

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

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    - **a.** False arrest, detention or imprisonment;
    - **b.** Malicious prosecution;
    - **c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
    - **d.** Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
    - **e.** Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
    - **f.** Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
    - **g.** Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. **"Products-completed operations hazard":**
    - **a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
        - **(1)** Products that are still in your physical possession; or
        - **(2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
            - **(a)** When all of the work called for in your contract has been completed.
            - **(b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
            - **(c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

      Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
    - **b.** Does not include "bodily injury" or "property damage" arising out of:
        - **(1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
        - **(2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
        - **(3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. **"Property damage"** means:
    - **a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
    - **b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

    As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:
    - **a.** Stored as or on;
    - **b.** Created or used on; or
    - **c.** Transmitted to or from;

    computer software, including systems and applications software, hard or floppy disks, CD-

    ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
    - **a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/1/2026 — 3/26/2026

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1323324 AllOne Health Resources, Inc 100 N. Pennsylvania Avenue Wilkes-Barre PA 18701	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** QBE Specialty Insurance Company — 11515 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23218459 **REVISION NUMBER:** XXXXXXX

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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			NOT APPLICABLE			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	Professional Liability	N	N	140002205	12/1/2025	12/1/2026	* See Below	

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

Professional Liability Limits: $2,000,000 per claim / $6,000,000 Annual Aggregate. Self-Insured Retention $40,000 each claim.

CERTIFICATE HOLDER

23218459
City of Spokane, Washington
808 W. Spokane Falls Blvd.
Spokane WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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