

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

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

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month.**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

- 2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.
- 2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- 5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- 5.3.2 No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- 5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.
- 5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- 5.3.5 In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults will be permitted.
- 5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- 5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- 5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, FEBRUARY 6, 2017

MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER AMBER WALDREF

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ccavanaugh@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Cavanaugh at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|----------------|---------------|
| 1. Multiple Family Housing Property Tax Exemption Agreements with: | Approve
All | |
| a. Blain St. Development, LLC for nine units across two multi-family buildings located at 601/609 East 7th Avenue. | | OPR 2017-0070 |
| b. GVD Partners for one multi-family building with 14 units located at 1011 West 1st Avenue. | | OPR 2017-0071 |
| c. Diamond Parking, Inc. / Mystery Building, LLC for one multi-family building with four units located at 816 West Sprague Avenue. | | OPR 2017-0072 |
|
 | | |
| 2. Sub-Recipient Agreement with Spokane Public Schools (Spokane WA) for the Comprehensive Anti-Gang Strategies and Programs Grant (Grant Award #2016-JV-FX-0005 CFDA #16.544) from October 1, 2016 through September 30, 2018—\$263,850. | Approve | OPR 2017-0073 |
- Ali Brast**
Eric Olsen

3. Interlocal Agreement with Spokane County Fire Districts 2,3,4,5,8,9,10,11,12 & 13, the Cities of Airway Heights, Cheney, and Medical Lake, Washington, to set forth terms/conditions of the City providing fire dispatch services for a period of 5 years. Total Revenue: \$2,377,565.
Brian Schaeffer Approve OPR 2017-0074
4. Contracts for investigative functions for the Public Defender's Office from January 1, 2017 through December 31, 2017 with: Approve All RFP 4293-16
- a. Pulver Investigations (Post Falls ID)—not to exceed \$35,000 (incl. taxes). OPR 2017-0075
- b. Larry Tangen - Private Investigator (Chattaroy WA)—not to exceed \$75,000 (incl. taxes). OPR 2017-0076
- Kathy Knox**
5. Contract Extension with DEECO, Inc. (Raleigh, NC) for annual air emissions compliance testing for the Waste to Energy Facility—\$93,920. An administrative reserve of \$9,392, which is 10% of the contract price, will be set aside. Approve OPR 2013-0296
RFP 3914-13
- Chuck Conklin**
6. Report of the Mayor of pending: Approve & Authorize Payments CPR 2017-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2017, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
- b. Payroll claims of previously approved obligations through _____, 2017: \$_____.
7. City Council Meeting Minutes: _____, 2017. Approve All CPR 2017-0013

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2017-0013 Regarding approval of traffic calming projects from cycle six applications to be paid through the Traffic Calming Measures Fund—\$263,000.
Kathleen Myers
- RES 2017-0014 Recognizing the Lincoln Heights District Center Master Plan providing direction for District Center based improvement activities, as well as priorities involving future projects.
Tirrell Black
- ORD C35462 Vacating portions of Elgin Court as requested by Michele Byers and Mark and Valerie Sonderen. (First Reading held December 5, 2016)
Eldon Brown

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35470 Changing the zone from OR-55 (Office Retail height limit 55') to OR-70 (Office Retail height limit 70') for property located east of the intersection of Pearl Street and DeSmet Avenue. The two parcels are commonly described as 1120 North Van Gorp Place and 1025 North Astor Street in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.
Donna deBit
- ORD C35471 Relating to the process for amending the unified development code; amending section 17G.025.010 of the Spokane Municipal Code.
Council President Stuckart

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for February 6, 2017
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The February 6, 2017, Regular Legislative Session of the City Council is adjourned to February 13, 2017.

NOTES

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

02/06/2017

<u>Date Rec'd</u>	1/24/2017
<u>Clerk's File #</u>	OPR 2017-0070
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ALI BRAST 625-6638
<u>Contact E-Mail</u>	ABRAST@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4700 - MULTI FAMILY HOUSING - 601/609 E 7TH AVENUE

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Blain St. Development, LLC for nine units across two multi-family buildings located at 601/609 East 7th Avenue, Parcel Numbers 35203.0135 and 35203.0136.

Summary (Background)

RCW Chapter 84.14 authorized the City of Spokane to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	BECKER, KRIS
<u>Division Director</u>	MALLAHAN, JONATHAN
<u>Finance</u>	DOVAL, MATTHEW
<u>Legal</u>	WHALEY, HUNT
<u>For the Mayor</u>	COTE, BRANDY
<u>Additional Approvals</u>	sbishop@spokanecity.org
<u>Purchasing</u>	mpiccolo@spokanecity.org
	jmallahan@spokanecity.org
	htrautman@spokanecity.org
	mhughes@spokanecity.org

BRIEFING PAPER
City of Spokane
MFTE Incentive Program / Public Works
January 23, 2017

Subject:

A Multi-Family Tax Exemption Conditional Contract for 9 units across two multi-family buildings at 601/609 E 7th Ave.

Purpose:

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from Blaine Street Development, LLC for a project of 9 multi-family housing units across two buildings at 601/609 E 7th Ave. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Details:

Blaine St Development, LLC

MFTE target area: Lower South Hill

Qualifying parcel: 35203.0135 and 35203.0136

Units: 9 units

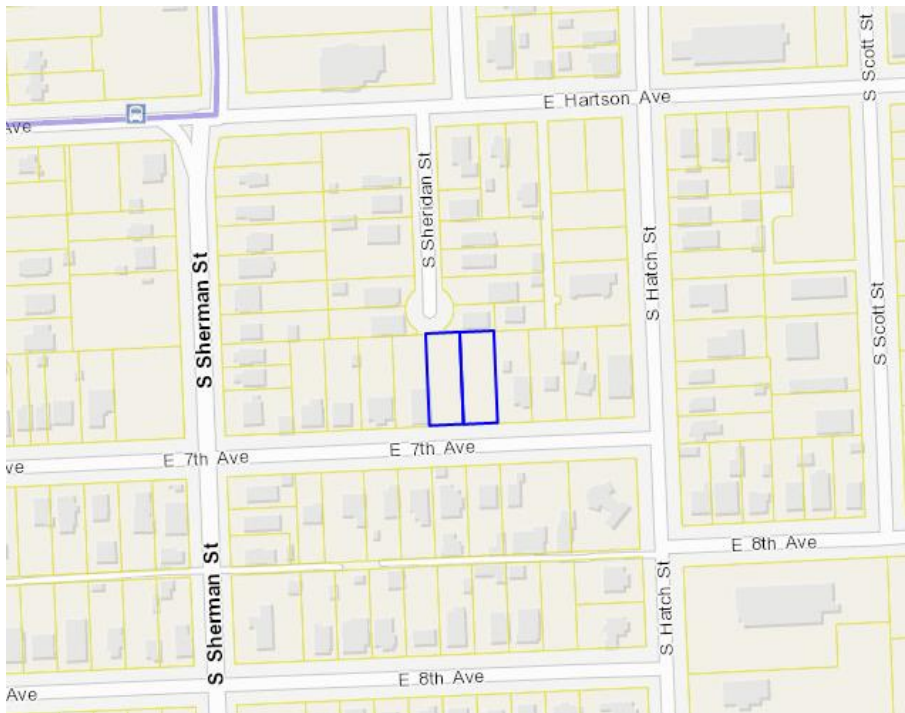
Average Sq Ft: 1,200 sqft

STA Routes: 1 ½ blocks from Route 2 and Bus Stop

Affordable: Market Rate

Projected Foregone Tax Revenue over 8 Years: \$53,526

Project Area Map:



For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

Tax Abatement Information:

Applicant's project Assumptions: Blaine Project assumptions : 9 units on vacant land: Using Income approach to valuation: estimated total project value upon completion \$1,468,188.46: a per unit value of \$163,132.05. Assume a Capitalization Rate (Cap Rate) of 6.5% * **Does not estimate values & taxes not exempt**

Blaine Building					
# of	Taxable Value	Annual	increase in value	Spokane TCA10-	Spokane property tax not collected
1	1,468,188	1%	14,682	0.0044	6,460
2	1,482,870	1%	14,829	0.0044	6,525
3	1,497,699	1%	14,977	0.0044	6,590
4	1,512,676	1%	15,127	0.0044	6,656
5	1,527,802	1%	15,278	0.0044	6,722
6	1,543,080	1%	15,431	0.0044	6,790
7	1,558,511	1%	15,585	0.0044	6,857
8	1,574,096	1%	15,741	0.0044	<u>6,926</u>
			121,649		53,526

Blaine Building Estimates			Spokane TCA10-15 Rate	Property Increase in value	City Tax
-	Unit MV	MV Project			
Applicant's estimated post construction	\$163,132	\$ 1,468,188			
City's tax rate of 4.39			0.0044		
1% increase in property value over				121,649	
Estimate City of Spokane tax not collected					53,526

Recommendation:

Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

**MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Blaine Street Development, LLC, as "Owner" whose business address is 1214 W Chaucer Avenue.

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

WHEREAS, The Owner 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 has submitted to the City a complete 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:

MORGANS G H HAMS L7 B1 and MORGANS G H HAMS L8 B1

Assessor's Parcel Number(s) 35203.0135 and 35203.0136, commonly known as 601 and 609 E 7th Avenue.

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 do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption 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 shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately nine 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 agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department 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'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's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing 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; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner'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, 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 Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner 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 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 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 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 Agreement are declared to be severable.

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

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

DATED this 20th day of January, 2017

CITY OF SPOKANE

By: _____

Mayor, David A. Condon

Attest:

City Clerk

Blaine Street Development, LLC

By: [Signature]

Its: Member

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2017.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

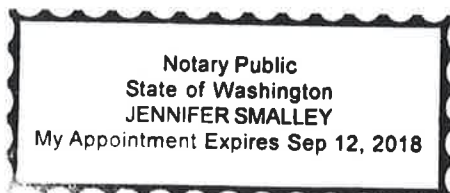
On this 20 day of January, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Joseph Duris, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 20 day of January, 2017.

Jen Smalley

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires Sep 12, 2018



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

02/06/2017

<u>Date Rec'd</u>	1/24/2017
<u>Clerk's File #</u>	OPR 2017-0071
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ALI BRAST 625-6638
<u>Contact E-Mail</u>	ABRAST@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4700 - MULTI FAMILY HOUSING - 1011 WEST 1ST AVENUE

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with GVD Partners for one multi-family building with 14 units located at 1011 West 1st Avenue, Parcel Number 35192.1103.

Summary (Background)

RCW Chapter 84.14 authorized the City of Spokane to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	BECKER, KRIS
<u>Division Director</u>	MALLAHAN, JONATHAN
<u>Finance</u>	DOVAL, MATTHEW
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	COTE, BRANDY
<u>Additional Approvals</u>	sbishop@spokanecity.org
<u>Purchasing</u>	mpiccolo@spokanecity.org
	jmallahan@spokanecity.org
	htrautman@spokanecity.org
	mhughes@spokanecity.org

BRIEFING PAPER
City of Spokane
MFTE Incentive Program / Public Works
January 23, 2017

Subject:

A Multi-Family Tax Exemption Conditional Contract for one multi-family building with 14 units located at 1011 W 1st Ave.

Purpose:

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from GVD Partners, LP for a project of 14 multi-family housing units at 1011 W 1st Ave. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Details:

GVD Partners

MFTE target area: Downtown

Qualifying parcel: 35192.1103

Units: 14 units

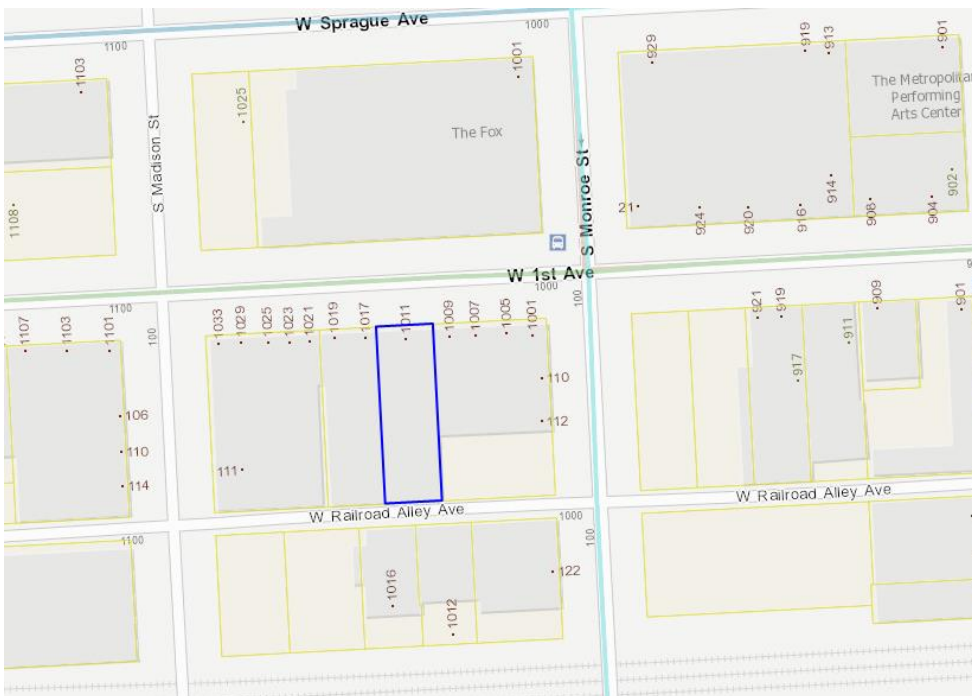
Average Sq Ft: 1,200 sqft

STA Routes: Directly adjacent to Route 20 with a bus stop on the corner

Affordable: Market Rate

Projected Foregone Tax Revenue over 8 Years: \$72,987

Project Area Map:



For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

Tax Abatement Information:

Applicant's project Assumptions: The Music City estimated post-construction market value is \$143,000 (plus or minus) per unit. This was calculated by the construction cost estimate and the square feet of each of the 14 units. * **Does not estimate values & taxes not exempt**

Music City Building						
# of	Taxable Value	Annual	increase in value		Spokane TCA10-	Spokane property tax not collected
1	2,002,000	1%	20,020		0.0044	8,809
2	2,022,020	1%	20,220		0.0044	8,897
3	2,042,240	1%	20,422		0.0044	8,986
4	2,062,663	1%	20,627		0.0044	9,076
5	2,083,289	1%	20,833		0.0044	9,166
6	2,104,122	1%	21,041		0.0044	9,258
7	2,125,163	1%	21,252		0.0044	9,351
8	2,146,415	1%	21,464		0.0044	9,444
			165,879			72,987

Music City Building			Spokane TCA10-	Property Increase in value	City Tax Forgone
-	Unit MV	MV Project	Rate		
Applicant's estimated post City's tax rate of 4.39	\$143,000	\$ 2,002,000	0.0044		
1% increase in property				165,879	
Estimate City of Spokane tax not collected over 8 yrs.					72,987

Recommendation:

Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and GVD Partners, LP, a Washington limited partnership, as "Owner" whose business address is 909 W 1st Avenue, Suite B, 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 SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner 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 has submitted to the City a complete 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:

RAILROAD ADD L4 B18

Assessor's Parcel Number(s) 35192.1103, commonly known as 1011 W 1st Avenue.

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 do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption 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 shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. As part of Owner's mixed use project, Owner intends to construct on the site, approximately 14 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 agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department 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'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's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing 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; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy. Notwithstanding the forgoing, the City acknowledges that the Owner intends to have approximately 7,750 square feet of retail and office space in the first floor of the building, which retail and office space is not subject to, and is excluded from, this Agreement.

10. If the Owner converts to another use in any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner'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, 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 Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner 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 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 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 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 Agreement are declared to be severable.

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

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


DATED this 22nd day of December, 2016

CITY OF SPOKANE

By: _____
Mayor, David A. Condon

GVD PARTNERS, LP,
a Washington limited partnership

By: GVD Investments, Inc.,
a Washington corporation,
its general partner

By: 
Gerald V. Dicker
President

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

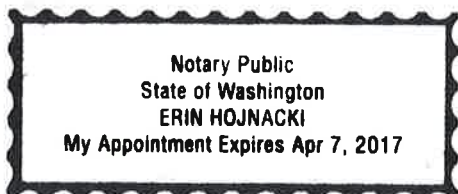
Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 22nd day of December, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Gerald V. Dicker, to me known to be the president of GVD Investments, Inc., a Washington corporation, the corporation that executed the within and foregoing instrument on behalf of and as the general partner of GVD Partners, LP, a Washington limited partnership, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was 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 22nd day of December, 2016.



Erin Hojnacki

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires April 7, 2017

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

02/06/2017

Date Rec'd

1/24/2017

Clerk's File #

OPR 2017-0072

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #Contact Name/Phone

ALI BRAST 625-6638

Project #Contact E-Mail

ABRAST@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

4700 - MULTI FAMILY HOUSING - 816 WEST SPRAGUE AVENUE

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Diamond Parking, Inc. / Mystery Building, LLC for one multi-family building with four units located at 816 West Sprague Avenue, Parcel Number 35183.0609.

Summary (Background)

RCW Chapter 84.14 authorized the City of Spokane to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BECKER, KRIS

Study SessionDivision Director

MALLAHAN, JONATHAN

Other

Public Works 12/12/16

Finance

DOVAL, MATTHEW

Distribution ListLegal

PICCOLO, MIKE

Engineering Admin

For the Mayor

COTE, BRANDY

abrast@spokanecity.org

Additional Approvals

sbishop@spokanecity.org

Purchasing

mpiccolo@spokanecity.org

jmallahan@spokanecity.org

htrautman@spokanecity.org

mhughes@spokanecity.org

BRIEFING PAPER
City of Spokane
MFTE Incentive Program / Planning and Development
December 12th, 2016

Subject:

A Multi-Family Tax Exemption Conditional Contract for one multi-family building with 4 units, located at 816 W Sprague.

Purpose:

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from Diamond Parking, Inc for a project of 4 multiple family housing units at 816 W Sprague Ave. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Details:

Diamond Parking, Inc / Mystery Building, LLC

MFTE target area: Downtown

Qualifying parcels: 35183.0609

Units: 4

Total Square Footage: 5000

Average Sq Ft: 1,250 square feet

STA Routes: directly adjacent to Route 20 and one block from Bus Plaza

Affordable: Market Rate

Projected Foregone Tax Revenue Over 8 Years: \$34,999

Project Area Map:



For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

Tax Abatement Information:

Applicant's project Assumptions: a rent of \$2,600 per unit times 4 units for an income number of \$96,000. I then assumed an expense number reflective of 30% of income which for apartment buildings is typical and came to an NOI of \$67,200. I then applied a 7% cap rate to come to the \$960,000 value. * **Does not estimate values & taxes not exempt**

Mystery Building

# of Yrs	Taxable Value	Annual increase	increase in value	Spokane '16 TCA10-15	Spokane property tax not collected
1	960,000	1%	9,600	0.0044	4,224
2	969,600	1%	9,696	0.0044	4,266
3	979,296	1%	9,793	0.0044	4,309
4	989,089	1%	9,891	0.0044	4,352
5	998,980	1%	9,990	0.0044	4,396
6	1,008,970	1%	10,090	0.0044	4,439
7	1,019,059	1%	10,191	0.0044	4,484
8	1,029,250	1%	10,292	0.0044	4,529
			79,542		34,999

Mystery Building Estimates

	Unit MV	MV Project	Spokane '16 TCA10-15 Rate	Property Increase in value	City Tax Forgone
Applicant's estimated post construction Market Value	\$240,000	\$ 960,000			
City's tax rate of 4.39			0.0044		
1% increase in property value over 8yrs				79,542	
Estimate City of Spokane tax not collected over 8 yrs					34,999

*NOI – Annual Net Operating Income

*Cap Rate – Capitalization Rate (Annual Net Operating Income/Cost)

Recommendation:

Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Diamond Parking, Inc, as "Owner" whose business address is 605 1st Avenue, Suite 600, Seattle, WA 98104.

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

WHEREAS, The Owner 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 has submitted to the City a complete 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:

RES&ADD SPOKANE FALLS L9 B23

Assessor's Parcel Number(s) 35183.0609, commonly known as 816 West Sprague Avenue.

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 do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption 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 shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 4 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 agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department 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'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's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing 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; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner'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, 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 Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner 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 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 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 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 Agreement are declared to be severable.

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

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

DATED this _____ day of _____, 2016

CITY OF SPOKANE

By: _____

Mayor, David A. Condon

Attest:

City Clerk

~~David Maimon~~ for Diamond Parking, Inc

By: Jonathan Diamond

Its: President

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 8th day of November, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Jonathan Diamond, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her 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 8th day of November, 2016.

[Signature]
Notary Public in and for the State
of Washington, residing at Spokane

My commission expires 12-3-18



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

02/06/2017

<u>Date Rec'd</u>	1/24/2017
<u>Clerk's File #</u>	OPR 2017-0073
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2016-0783
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Agenda Item Name</u>	0680-DOJ ANTI-GANG SUBRECIPIENT MOU SPOKANE PUBLIC SCHOOLS

Agenda Wording

Sub-recipient agreement with Spokane Public Schools (SPS), Spokane WA. for the Comprehensive Anti-Gang Strategies and Programs Grant. Grant Award # is 2016-JV-FX-0005, CFDA # 16.544. Amount - \$263,850.00. Term 10/01/2016-09/30/2018.

Summary (Background)

In 2016 the City of Spokane made an application for the Comprehensive Anti-Gang Strategies and Programs grant on behalf of Spokane Public Schools. The City will act as the fiscal agent with SPS as the sub-recipient. Funding will be used to hire and house an anti-gang coordinator, for a gang assessment consultant, training and outreach programs.

Fiscal Impact**Budget Account**

Expense	\$ 263,850.00	# 1620-91741-21250-33116
Revenue	\$ 263,850.00	# 1620-91741-21250-54201
Select	\$	#
Select	\$	#

Approvals**Council Notifications**

<u>Dept Head</u>	MEIDL, CRAIG	<u>Study Session</u>	Public Works 01/23/17
<u>Division Director</u>	LYNDS, SARAH	<u>Other</u>	Public Safety 05/16/16
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT		achirowamangu
<u>For the Mayor</u>	COTE, BRANDY		ewade
<u>Additional Approvals</u>			slynds
<u>Purchasing</u>			sbrown
			sstopher
			mdoval

**AGREEMENT BETWEEN CITY OF SPOKANE AND SPOKANE PUBLIC SCHOOLS IN
CONJUNCTION WITH OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION
(OJJDP) FY 16 COMPREHENSIVE ANTI-GANG STRATEGIES AND PROGRAMS**

1. Grantee Spokane Public Schools Administration Building 200 N Bernard Spokane, WA 99201		2. Contract Amount <p align="center">\$263,850.00</p>	3. Tax ID# 91-6001582
5. Grantee Representative Barb Carson Purchasing Services Spokane Public Schools Phone: (509) 354-7186 barbca@spokaneschools.org		4. DUNS# 067547828	
6. City's Representative Sally Stopher City of Spokane City Hall 808 W Spokane Falls Blvd. Spokane, WA 99201 (509) 625-6032 sstopher@spokanecity.org			
7. Original Grant ID# <p align="center">2016-JV-FX-0005</p>	8. Start Date 10/01/16	9. End Date 9/30/2018	
10. Funding Source: <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/>			
11. Federal Funds (as applicable) \$290,832	CFDA # 16.544	Federal Agency: U.S. Department of Justice	
12. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		13. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
14. Grant Purpose: To enhance coordination of federal, state, and local resources in support of community partnerships.			
15. CITY and the DISTRICT, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A"-Scope of Work, (3) Attachment "B" Budget, (4) Attachment "C" Statement of Assurances, (5) Attachment "D" Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (6) Attachment "E" FFATA, (7) Attachment "F" Restrictions and Certifications Regarding Non-Disclosure Agreements, (8) Attachment "G" National Environmental Policy Act, (9) Attachment "H" Acknowledgement of Allowable and Unallowable Costs, (10) Attachment "T" Equal Employment Opportunity Plan Certification Form, and (11) Attachment "J" CCR Registration of Sub-Recipient DUNS Numbers .			
FOR THE GRANTEE :		FOR DISTRICT	
Signature _____ Date _____		Signature _____ Date _____	
DAVID CONDON _____		DR. MARK ANDERSON _____	
Name		Name	
MAYOR _____		ASSOCIATE SUPERINTENDENT _____	
		Title	

(FACE SHEET)

AGREEMENT

This AGREEMENT is between the City of Spokane, a Washington State municipal corporation, having offices at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the "CITY," and Spokane Public Schools, having offices at 200 N. Bernard, Spokane, Washington 99201, hereinafter referred to as the "DISTRICT," and jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the CITY made an application for a COMPREHENSIVE ANTI-GANG STRATEGIES AND PROGRAMS GRANT, hereinafter referred to as the "Grant;" and

WHEREAS, Grant 2016-JV-FX-0005 was awarded subject to CFDA 16.544; and

WHEREAS, the DISTRICT was designated to receive funds from the Grant; and

WHEREAS, the CITY has been designated applicant/fiscal agent in conjunction with the Grant; -- Now, Therefore,

The PARTIES agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this AGREEMENT is to set forth the PARTIES' understanding of the terms and conditions under which the CITY will disburse grant funds to the DISTRICT.

SECTION NO. 2: SERVICES

DISTRICT shall provide those services set forth in the Scope of Work attached hereto as Attachment "A" and incorporated herein by reference

SECTION NO. 3: TERM

The term of this AGREEMENT shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET.

SECTION NO. 4: GRANT PASS-THROUGH TERMS & CONDITIONS

The terms and conditions to the OJJDP FY 16 Comprehensive Anti-Gang Strategies and Programs Grant 2016-JV-FX-0005 are attached to this AGREEMENT (Appendix "A") and are incorporated into this AGREEMENT. The PARTIES agree to comply with the Grant terms and conditions. The DISTRICT (Sub-recipient) will be subject to the same special conditions as the fiscal agent as specified in Appendix "A".

SECTION NO. 5: COMPENSATION

CITY shall reimburse DISTRICT an amount not to exceed the amount set forth in Attachment "B", attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "A". DISTRICT's reimbursement for services set forth in Attachment "A" shall be in accordance with

the terms and conditions set forth in the Budget attached hereto as Attachment “B” and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including copies of receipts and a brief narrative on the work performed and progress achieved and how any items purchased are being used to further the work, as directed by the CITY’s representative designated hereinafter. No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by the CITY. Requests for reimbursement by DISTRICT shall be made on or before the 20th of each month for the previous month’s expenditures. In conjunction with each reimbursement request, DISTRICT shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant, or other funding source. Requests for reimbursement should not be submitted more than monthly. Annually, December’s reimbursement request must be received no later than January 10th to be allowable under grant. Reimbursement voucher is provided and required for requests for payment. Final request for reimbursement for all expenses is October 20, 2018.

Requests for reimbursement shall be submitted electronically to:

Sbrown@spokanecity.org
City of Spokane
Grants Management & Financial Assistance
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Payment shall be considered timely if made by CITY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the DISTRICT.

SECTION NO. 6: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The CITY is interested only in the results that can be achieved. The conduct and control of the activities as set forth in Section No. 1 and described in Attachment “A” will be solely with the DISTRICT. No agent, employee, servant or otherwise of DISTRICT shall be deemed to be an employee, agent, servant, or otherwise of the CITY for any purpose, and the employees of DISTRICT are not entitled to any of the benefits that the CITY provides for CITY employees. DISTRICT and CITY will each be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this AGREEMENT.

SECTION NO. 7: VENUE STIPULATION

This AGREEMENT has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this AGREEMENT or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 8: COMPLIANCE WITH LAWS

The PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this AGREEMENT, including, but not limited to the following:

- A. Audits – 2 CFR Part 200.
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990 Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b))
- D. Office of Management and Budget Circulars – 2 CFR Parts 200
- E. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program.
- F. Privacy – Privacy Act of 1974, 5 U.S.C. 552a

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11)
- B. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW
- D. Discrimination-human rights commission, Chapter 49.60 RCW
- E. Ethics in public service, Chapter 42.52 RCW
- F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC
- G. Open public meetings act, Chapter 42.30 RCW

H. Public records act, Chapter 42.56 RCW

I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW

SECTION NO. 9: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

The DISTRICT 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.

SECTION NO. 10: NON-DISCRIMINATION

The PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any Services which DISTRICT will receive payment under the provisions of this AGREEMENT.

SECTION NO. 11: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this AGREEMENT, the DISTRICT shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the DISTRICT's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this AGREEMENT may be rescinded, canceled or terminated in whole or in part. The DISTRICT shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

SECTION NO. 12: NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NON-COMPLIANCE

In the even a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, age, disability, or sex against the DISTRICT, the DISTRICT will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the CITY

The DISTRICT shall include a statement clearly stating whether or not the funding is related to any grant activity supported with a grant in which U.S. Department of Justice Funds are involved, and identify all open grants utilizing U.S. Department of Justice funding, by Contract number and program title.

The DISTRICT is required to ensure compliance with this requirement.

SECTION NO. 13: NEW CIVIL RIGHTS PROVISION

The DISTRICT shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender

identity, sexual orientation, or disability in any program or activity funded in whole or in party by this Agreement.

SECTION NO. 14: LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

DISTRICT must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

SECTION NO. 15: EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

The DISTRICT will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the DISTRICT is not required to formulate an EEOP, it will submit a certificate form to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the CITY indicating that it is not required to develop an EEOP.

If the DISTRICT is required to develop an EEOP but not required to submit the EEOP to the OCR, the DISTRICT will submit a certification to the OCR and the CITY certifying that it has an EEOP on file which meets the applicable requirements. If the DISTRICT is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR. Non-profit organizations, federally recognized Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to the CITY. Information about civil rights obligations of grantees can be found at <http://www.opj.usdoj.gov/ocr/>.

SECTION NO. 16: NON-SUPPLANTING CERTIFICATION

No grant funds will be used to supplant existing state, local, or other nonfederal funding already in place to support current services. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

SECTION NO. 17: APPLICANT DUTY TO ENSURE SUB-RECIPIENT COMPLIANCE

The applicant is required to ensure compliance with this requirement by any program partner or participant receiving funding under this grant.

SECTION NO. 18: TERMINATION FOR CAUSE

In the event the CITY determines that the DISTRICT failed to comply with any term or condition of this AGREEMENT in a timely manner, the CITY has the right to suspend or terminate this AGREEMENT. Before suspending or terminating the AGREEMENT, the CITY shall notify the

DISTRICT in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the AGREEMENT may be terminated or suspended.

The CITY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, or prohibit the DISTRICT from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the DISTRICT or a decision by the CITY to terminate the AGREEMENT. A termination shall be deemed a "Termination for Convenience" if it is determined that the DISTRICT: (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 the CITY provided in this AGREEMENT are not exclusive and are, in addition to any other rights and remedies, provided by law.

SECTION NO. 19: TERMINATION PROCEDURES

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

The CITY shall pay to the DISTRICT the agreed upon price, if separately stated, for completed work and services accepted by the CITY, and the amount agreed upon by the DISTRICT and the CITY 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 the CITY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the CITY shall determine the extent of the liability of the CITY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this AGREEMENT. The CITY may withhold from any amounts due the DISTRICT such sum as the CITY determines to be necessary to protect the CITY against potential loss or liability.

The rights and remedies of the CITY 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 CITY, the DISTRICT shall:

1. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the AGREEMENT that is not terminated;
3. Assign to the CITY, in the manner, at the times, and to the extent directed by the CITY, all of the rights, title, and interest of the DISTRICT under the orders and subgrants/subcontracts so terminated, in which case the CITY has the right, at its

discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the CITY to the extent the CITY may require, which approval or ratification shall be final for all purposes of this clause;
5. Transfer title to the CITY and deliver in the manner, at the times, and to the extent directed by the CITY any property which, if the AGREEMENT had been completed, would have been required to be furnished to the CITY.
6. Complete performance of such part of the work as shall not have been terminated by the CITY; and
7. Take such action as may be necessary, or as the CITY may direct, for the protection and preservation of the property related to this AGREEMENT, which is in the possession of the DISTRICT and in which the CITY has or may acquire an interest.

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

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

SECTION NO. 20: TREATMENT OF ASSETS

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

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

All reference to the DISTRICT under this clause shall also include DISTRICT

employees, agents, or Subgrantees/Subcontractors.

SECTION NO. 21: CITY REPRESENTATIVE

The CITY hereby appoints and DISTRICT hereby accepts the CITY's representative or his/her designee as identified on the FACE SHEET as the CITY's liaison for the purpose of administering this AGREEMENT. DISTRICT hereby appoints and the CITY hereby accepts DISTRICT's representative or his/her designee as identified on the FACE SHEET as DISTRICT's liaison for the purpose of administering this AGREEMENT.

SECTION NO. 22: NOTICES

All notices shall be in writing and served on any of the PARTIES either personally, by certified mail return receipt requested or by electronic notification at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

SECTION NO. 23: HEADINGS

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

SECTION NO. 24: MODIFICATION

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

SECTION NO. 25: WAIVER

No officer, employee, agent or otherwise of the CITY has the power, right or authority to waive any of the conditions or provisions to this AGREEMENT. No waiver of any breach of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the CITY to enforce at any time any of the provisions of this AGREEMENT, or to require at any time performance by DISTRICT of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this AGREEMENT of any part hereof, or the right of the CITY to hereafter enforce each and every such provision.

SECTION NO. 26: INDEMNIFICATION

Each PARTY to this Agreement is responsible for its own acts and omissions of its officers, employees, and agents. Each PARTY agrees to defend, indemnify, and hold the other PARTY harmless from and against any claim, demand, suit, or cause of action, (hereafter "claim"), that may be asserted against the indemnitee, if and to the extent the claim against the indemnitee is based on the actual or alleged fault of the indemnitor and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both of the PARTIES based on actual or alleged concurrent or shared fault of the

PARTIES, a PARTY shall not be required to indemnify the other PARTY for that PARTY'S own proportionate share of fault. Attorney fees and litigation expenses incurred by a PARTY in successfully enforcing the indemnification provisions of this paragraph shall be paid by the PARTY against whom the provision was enforced.

The PARTIES agree that these indemnification obligations shall apply to claims made by their own employees against an indemnitee, and the PARTIES each therefore knowingly and expressly waive any immunity that they otherwise might have been entitled to invoke under Title 51.

SECTION NO. 27: ALL WRITINGS CONTAINED HEREIN

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

SECTION NO. 28: SEVERABILITY

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

SECTION NO. 29: EXECUTION AND APPROVAL

The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this AGREEMENT.

SECTION NO. 30: COUNTERPARTS

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

SECTION NO. 31: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the CITY and DISTRICT representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The CITY and the DISTRICT shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as

provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the PARTIES.

SECTION NO. 32: NO THIRD PARTY BENEFICIARIES

Nothing in this AGREEMENT is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 33: SURVIVAL

Any Sections of this AGREEMENT which, by their sense and context, are intended to survive shall survive the termination of this AGREEMENT.

SECTION NO. 34: POLITICAL ACTIVITIES

Political activity of DISTRICT employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508.

No funds may be used under this AGREEMENT for working for or against ballot measures or for or against the candidacy of any person for public office.

SECTION NO. 35: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this AGREEMENT 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.

SECTION NO. 36: PUBLICITY

The DISTRICT agrees not to publish or use any advertising or publicity materials in which the CITY's name is mentioned, or language used from which the connection with the CITY's name may reasonably be inferred or implied, without the prior written consent of the CITY.

SECTION NO. 37: TAXES

If this AGREEMENT applies to DISTRICT staff, all payments accrued on account of payroll taxes, unemployment contributions, the DISTRICT income or gross receipts, any other taxes, insurance or expenses for the DISTRICT or its staff shall be the sole responsibility of the DISTRICT.

SECTION NO. 38: INSURANCE

The DISTRICT shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the CITY should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the DISTRICT or Subgrantees, or agents of either, while performing under the terms of this AGREEMENT.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name CITY, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The DISTRICT shall instruct the insurers to give CITY thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The DISTRICT shall submit to CITY within fifteen (15) calendar days of the AGREEMENT start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the AGREEMENT, the DISTRICT shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The DISTRICT shall provide insurance coverage that shall be maintained in full force and effect during the term of this AGREEMENT, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the DISTRICT is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Automobile Liability. In the event that performance pursuant to this AGREEMENT involves the use of vehicles, owned or operated by the DISTRICT or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program - With prior approval from CITY, the DISTRICT may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from CITY, the DISTRICT shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantees participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. CITY, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

For the duration of this AGREEMENT, it is mutually understood and agreed by each PARTY that DISTRICT is a member of a Risk Management Pool for Schools.

SECTION NO. 39: SUBCONTRACTORS

The DISTRICT may only subcontract work contemplated under this AGREEMENT if it obtains

the prior written approval of the CITY.

If the CITY approves subcontracting, the DISTRICT shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the CITY in writing may: (a) require the DISTRICT to amend its subcontracting procedures as they relate to this AGREEMENT; (b) prohibit the DISTRICT from subcontracting with a particular person or entity; or (c) require the DISTRICT to rescind or amend a subcontract.

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

Every subcontract shall include a term that the CITY is not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

SECTION NO. 40: ANTI-KICKBACK

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

SECTION NO. 41: CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the CITY may, in its sole discretion, by written notice to the DISTRICT terminate this AGREEMENT if it is found after due notice and examination by the CITY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the DISTRICT in the procurement of, or performance under this AGREEMENT.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The DISTRICT and their subgrantees(s) must identify any state of Washington employees or former state employees employed or on the firm's governing board during the past 24 months, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by the CITY that a conflict of interest exists, the DISTRICT may be disqualified from further consideration for the award of a contract.

In the event this AGREEMENT is terminated as provided above, the CITY shall be entitled to pursue the same remedies against the DISTRICT as it could pursue in the event of a breach of the AGREEMENT by the DISTRICT. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the CITY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this AGREEMENT.

SECTION NO. 42: LICENSING, ACCREDITATION, AND REGISTRATION

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

SECTION NO. 43: SITE SECURITY

While on CITY premises, the DISTRICT, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SECTION NO. 44: RIGHT OF INSPECTION

The DISTRICT shall provide right of access to its facilities to the CITY, or any of its officers, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this AGREEMENT.

SECTION NO. 45: ACCESS TO DATA

In compliance with RCW 39.26.180, the DISTRICT shall provide access to data generated under this AGREEMENT to the CITY, Department of Justice, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to only aggregate information that supports the findings, conclusions, and recommendations of the DISTRICT's reports, including computer models and the methodology for those models. No personally identifiable data will be disclosed or used in any findings, conclusions, or recommendations of the DISTRICT'S reports.

SECTION NO. 46: INDUSTRIAL INSURANCE

The DISTRICT shall comply with all applicable provisions of Title 51 RCW Industrial Insurance. If the DISTRICT fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the CITY may collect from the DISTRICT the full amount payable to the Industrial Insurance Accident Fund. The CITY may deduct the amount owed by the DISTRICT to the accident fund from the amount payable to the DISTRICT by the CITY under this Grant, 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 DISTRICT.

SECTION NO. 47: 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 AGREEMENT. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by the Authorized Representative.

SECTION NO. 48: REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the DISTRICT shall complete registration with the Washington State Department of Revenue.

SECTION 49: ASSIGNMENT

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by the DISTRICT without prior written consent of CITY.

SECTION 50: ATTORNEYS' FEES

Unless expressly permitted under another provision of the AGREEMENT, in the event of litigation or other action brought to enforce the terms of the AGREEMENT, each party agrees to bear its own attorneys' fees and costs.

SECTION NO. 51: MAINTENANCE OF RECORDS

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

DISTRICT 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 AGREEMENT, shall be subject at all reasonable times to inspection, review or audit by the CITY, personnel duly authorized by the CITY, 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 finally resolved.

SECTION NO. 52: LOSS OF FUNDING

In the event funding from state, federal, or other sources which is the source of funding by the CITY for this AGREEMENT is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT, and prior to normal completion, CITY may terminate the AGREEMENT without the ten business day notice requirement. In lieu of termination, the AGREEMENT may be amended to reflect the new funding limitations and conditions.

SECTION NO. 53: PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A DISTRICT which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this AGREEMENT.

The DISTRICT's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.

- d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the DISTRICT, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Subgrants shall be made only with reasonable Subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - 1) DISTRICT's selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for Grant administration to ensure DISTRICT conformance with terms, conditions and specifications of this AGREEMENT, and to ensure adequate and timely follow-up of all purchases
4. DISTRICT and subgrantees must receive prior approval from the CITY for using funds from this AGREEMENT to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this AGREEMENT is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

SECTION NO. 54: AUDIT REQUIREMENTS

A. General Requirements

DISTRICT shall procure audit services based on the following guidelines.

The DISTRICT shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

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

The CITY reserves the right to recover from the DISTRICT all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The DISTRICT must respond to the CITY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirement – 2 CFR Part 200

DISTRICT expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this AGREEMENT a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

Grantor agency name

Federal agency

Federal program income

Other identifying contract numbers

Catalog of Federal Domestic Assistance (CFDA) number (if applicable)

Grantor contract number

Total award amount including amendments (total grant award)

Current year expenditures

If the DISTRICT is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the DISTRICT in accordance with 2 CFR Part 200.

The DISTRICT shall include the above audit requirements in any subcontracts.

In any case, the DISTRICT's financial records must be available for review by the CITY and the Department of Justice

C. Documentation Requirements

DISTRICT must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the CITY representative identified in Section No. 5 PAYMENT.

In addition to sending a copy of the audit, when applicable, DISTRICT must include:

- Corrective action plan for auditing findings within three (3) months of the audit being received by the CITY.
- Copy of the Management Letter.

SECTION NO. 55: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the DISTRICT by the CITY that is designated as "confidential" by the CITY;
2. All material produced by the DISTRICT that is designated as "confidential" by the CITY; and
3. All personal information in the possession of the CITY that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The DISTRICT shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of CITY'S Confidential Information. The DISTRICT shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the CITY or as may be required by law. The DISTRICT 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 DISTRICT shall provide the CITY with its policies and procedures on confidentiality. The CITY may require changes to such policies and procedures as they apply to this AGREEMENT whenever the CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The DISTRICT shall make the changes within the time period specified by the CITY. Upon request, the DISTRICT shall immediately return to the CITY any Confidential Information that the CITY reasonably determines has not been adequately protected by the DISTRICT against unauthorized disclosure.

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

SECTION NO. 56: COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this AGREEMENT shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the CITY. The CITY 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 DISTRICT hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the CITY 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. "Materials" does not mean any personally identifiable information.

For Materials that are delivered under the AGREEMENT, but that incorporate pre-existing materials not produced under the AGREEMENT, the DISTRICT hereby grants to the CITY 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 DISTRICT warrants and represents that the DISTRICT has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the CITY.

The DISTRICT shall exert all reasonable effort to advise the CITY, at the time of delivery of Materials furnished under this AGREEMENT, 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 AGREEMENT. The DISTRICT shall provide the CITY with prompt written notice of each notice or claim of infringement received by the DISTRICT with respect to any Materials delivered under this AGREEMENT. The CITY shall have the right to modify or remove any restrictive markings placed upon the Materials by the DISTRICT.

SECTION NO. 57: REPORTING REQUIREMENTS

- A. The DISTRICT must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to the CITY so that the semiannual "Performance Measures" can be completed using the DoJ Data Reporting Tool. This data should be provided semiannually to the City no later than the 15th of July, and the 15th of January. Performance measures for this award are as follows:

Number of program youth served; Number and percent of youth with whom an evidence-based program or practice was used; Number of youth who offend/reoffend; Percentage of program youth who are victimized/revictimized; Percent of youth who exhibit a desired change in the targeted behavior.

- B. The DISTRICT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to CITY the FFATA Form which is incorporated by reference and made a part of this AGREEMENT.

SECTION NO. 58: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

- A. The DISTRICT, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 2. Have not within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgement 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 or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. 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 (A)(2) of this section; and
 4. Have not within a three-year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.
- B. Where the DISTRICT is unable to certify to any of the statements in this AGREEMENT, the DISTRICT shall attach an explanation to this AGREEMENT.
- C. The DISTRICT agrees by signing this AGREEMENT 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 the CITY.
- D. The DISTRICT further agrees by signing this AGREEMENT 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

- a) The lower tier grantee certifies, by signing this AGREEMENT 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.

- b) Where the lower tier grantee is unable to certify to any of the statements in this AGREEMENT, such grantee shall attach an explanation to this AGREEMENT.

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 the CITY for assistance in obtaining a copy of these regulations.

SECTION NO. 59: ACKNOWLEDGEMENT OF FEDERAL FUNDING

The DISTRICT shall submit to the CITY, for re-submission to the Bureau of Justice Assistance, one copy of all reports and proposed publications resulting from this grant twenty (20) days prior to public release. Any written, visual, or audio publications, with the exception of press releases, whether published at the DISTRICT's or government's expense, shall contain the following statements:

“This project was supported by Grant No. 2016-JV-FX-0005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the United States Department of Justice Office of Justice Programs, which also includes the National Institute of Justice, the Bureau of Justice Statistics, the Office of Juvenile Justice and Delinquency Prevention and the Office of Victims of Crime. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the United States Department of Justice.”

SECTION NO. 60: SPECIAL PROVISIONS

Applicable and attached and incorporated by reference to this AGREEMENT is the following: Attachment “C” Statement of Assurances; Attachment “D” Certification Regarding Debarment, Suspension, Ineligibility; Attachment “E” FFATA; Attachment “F” Restrictions and Certifications Regarding Non-Disclosure Agreements; Attachment “G” National Environmental Policy Act; Attachment “H” Acknowledgement of Allowable and Unallowable Cost; Attachment “I” Equal Employment Opportunity Plan Certification Form, and Attachment “J” CCR Registration of Sub-Recipient DUNS Numbers.

SECTION NO. 61: ORDER OF PRECEDENCE

In the event on an inconsistency between the provisions in AGREEMENT, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Face Sheet
- 3) Attachment “A”-Scope of Work
- 4) Attachment “B”-Budget

ATTACHMENT “A”
Scope of Work

The Agreement is to clearly identify the roles and responsibilities of the District as they relate to the OJJDP FY 16 Comprehensive Anti-Gang Strategies and Program Grant.

The term of this Agreement is the period within which the project responsibilities of this Agreement shall be performed. The term commences October 1, 2016 and terminates September 30, 2018. The principal purpose of this grant is to provide funding for localities to enhance coordination of federal, state, and local resources in support of community partnerships implementing the antigang programs: primary prevention, secondary prevention, gang intervention, and targeted gang enforcement. The District further agrees to, but not limited to, the following conditions:

1. Recruit and hire the Antigang Project Coordinator (with the City of Spokane’s approval and participation on the hiring committee) and provide office space, access to school data and information systems, and administrative support in the SPS student Services Office. The Coordinator will need to be hired within 100 days of this contract agreement. Recruitment efforts will include posting the position on the district website and working with Spokane Public School’s Equity Services Department to ensure that the position is filled in a manner that is consistent with all anti-discrimination laws.

The Antigang Coordinator will collect performance measures data and report aggregate, non-identifiable information to City of Spokane. This data will be used internally for quality improvements and to submit semiannually to meet OJJDP’s reporting requirements. Program monitoring data will come from attendance sheets for prevention activities like presentations and trainings, G.R.E.A.T. program pre-and post-course surveys, intake and midpoint assessments for case management clients, and case management documentation. The Project Coordinator will work with law enforcement and the Spokane County Juvenile Court to collect data about new arrest and court referrals. At each six-month mark in the project period, the project coordinator will record data from all measures on a scorecard-type matrix. He or she will present this “progress report” to the Antigang Steering Committee semiannually for quality improvement efforts and to determine whether the program is on track in meeting its goals.

The Antigang Project Coordinator will be responsible for facilitating collaboration between all project stakeholders and will report to the Antigang Steering Committee. In addition, this person will implement gang prevention and intervention services at the four target schools and monitor the project. The Antigang Project Coordinator will be housed in Spokane Public Schools under Student Support Services in order to work closely with the Student Support Coordinator.

The Antigang Program Coordinator will coordinate an annual Gang Awareness training session for target schools staff members each year. The goal of this training is to increase student safety in and around schools by teaching school personnel to recognize

and respond appropriately to gang activity on school grounds.

The Antigang Program Coordinator will organize annual gang education and awareness presentations to middle and high school students at target schools as part of primary prevention activities.

The Antigang Program Coordinator will work with Spokane Public Schools Student Services staff to identify potential intervention participants, conduct intake assessments, and provide case management to at least 50 students each year. He or she will coordinate student mentoring, referrals, family involvement, and opportunities for personal development including jobs and education help, social growth, and positive norming. Intervention will include coordination with law enforcement or juvenile court to ensure conditions of probation are met.

The Antigang Program Coordinator will draw on Antigang Steering Committee members' resources to direct students to opportunities that provide an alternative to gang activity.

The Antigang Program Coordinator will perform at least one face-to-face meeting each year with families and/or guardians as part of a student's intervention process which promotes students' safety and improvement in their quality of life.

The Antigang Project Coordinator will be responsible for leading day-to-day efforts related to project completion and will communicate closely with each partner agency. The Project Coordinator will work directly with the Antigang Steering Committee and constitute a vital part of the feedback loop.

The Antigang Project Coordinator will travel to Washington DC for the mandatory Antigang Strategies meeting along with four of the Steering Committee Members.

2. Procure a consultant to perform the Comprehensive Gang Assessment research and writing. The primary intent of the assessment is quality improvement to inform and improve local processes. The assessment's focus is to collect data on how people experience local systems, not on the people themselves.

The Assessment will follow the assessment blueprint OJJDP published in 2009. The assessment will identify the most prevalent gang-related problems; determine potential factors contributing to gang problems; identify target groups; shape community mobilization efforts; identify organizational or systems issues that must be addressed to have a long-term effect of the problem; and identify all current efforts to address gangs.

The contracted researcher will work with the Steering Committee's Assessment Team to find current community initiatives that are collecting the same types of data and draw from these sources. The contractor will also conduct interviews and focus groups, including interviews with people from agencies and organizations that address gang problems, gang member interviews, parent focus groups, school staff and student surveys, and community focus groups and surveys.

3. Procure the services of an Outreach Director and Outreach Mentors for gang prevention and intervention. The Outreach Team will identify and mentor current gang members, younger siblings of gang members, and youth at high risk for gang recruitment. Mentors will provide life skills, job readiness workshops, personal finance trainings, and help in finding employment.

The City of Spokane agrees to, but not limited to, the following conditions:

1. Responsible for grant administration details as they relate to acting as fiscal agent, to include disbursement of funds and monitoring of sub-recipients, collecting and submitting financial and performance measure reports, and offering any needed grant assistance to sub-recipients of this funding. The City's Grants Management & Financial Assistance department will assist with oversight, review and direction of the grant.

ATTACHMENT “B”
Budget

Funding Category

Spokane Public School District

Personnel (Antigang Coordinator)	\$144,617.00
Consultants/Outreach Director and Mentors	\$112,600.00
Supplies	\$3,000.00
Laptop Computer (Antigang Coordinator)	
Printer (Antigang Coordinator)	
Office Supplies and teaching materials	
Travel	\$3,633.00
OJJDP Grantees meeting for Coordinator	
Antigang Coordinator Mileage	
Total Budget	\$263,850.00

Approved expenditures for the program as set forth in ATTACHMENT “A” (Scope of Work) must be itemized. Transfer of funds between Project categories that exceed 10% of the budgeted amount must be approved by the CITY’s representative listed on the face sheet to this agreement. Any amendments to the budget must be made in writing and approved by the CITY’s representative listed on the face sheet to this agreement.

The DISTRICT shall obligate all grant funds prior to September 30, 2018. Any portion of the grant funds which remain un-obligated or not expended at the end of this period will be available for use by the CITY

Payment will be on a cost reimbursement basis only.

ATTACHMENT “C”

STATEMENT OF ASSURANCES

The GRANTEE:

1. Has sufficient fiscal and management controls to implement and maintain the program in accordance with this application and program requirements. The GRANTEE has sufficient monetary resources to implement and maintain program operations in accordance with this application.
2. Will not use any grant funds to supplant local funds, but will use such grant funds to increase the amounts of funds that would, in the absence of federal funds, be made available for program activities.
3. Will comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the “2015 DOJ Grants Financial Guide”), including any updated version that may be posted during the period of performance.
4. Agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200.
5. Understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
6. Will follow the “Federal Leadership on Reducing Text Messaging While Driving”, 74 Federal Regulation 51225. The Department of Justice encourages recipients and sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.
7. Understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
8. Agrees to comply with DOJ’s Global Justice Information Sharing Initiative guidelines and recommendations for this funding. GRANTEE shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. GRANTEE shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.
9. Agrees to comply with OJP grant monitoring guidelines, protocols, procedures and to cooperate with OJJDP and OCFO on all grant monitoring requests, including those related to desk reviews, enhanced programmatic desk reviews and/or site visits. The GRANTEE agrees to provide to OJJDP and OCFO all documentation necessary to complete monitoring tasks, including documentation related to the GRANTEE’s subaward. Further the GRANTEE agrees to abide by reasonable deadlines set by OJJDP and OCFO for providing the requested documents. Failure to cooperate with OJJDP’s/OCFO’s grant monitoring activities may result in sanctions affecting the recipient’s DOJ awards, including, but not limited to: withholdings and/or other restrictions on the GRANTEE’s access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee, or termination of an award(s).
10. Will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace.

11. Will comply with Title II of the Americans with Disabilities Act of 1990.
12. Will not undertake any prohibited political activities with these funds including, but not limited to, voter registration; partisan political activity; lobbying congress, the Legislature, or any federal or state agency for project of jurisdictionally specific activity; or campaign for any ballot measure.
13. Will comply with the provisions of Title 28, Code of Federal Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
14. Guarantees in performing any contract, purchase, or other agreement, the organization shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental, or physical disability. The organization agrees to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without discrimination because of their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and training. This guarantee shall implement federal, state, and any local equal opportunity and non-discrimination statutes. The GRANTEE further will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the Department of Justice.
15. Agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that the Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of funding may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
16. Agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate and subject informed consent.

Authorized Signature for the Applicant:

September 30, 2018

VALID THROUGH

SIGNATURE

DATE

Dr. Mark Anderson

PRINTED NAME OF SIGNATURE

Associate Superintendent

TITLE

ATTACHMENT “D”

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Spokane Public Schools		Doing business as (DBA)	
ADDRESS 200 N. Bernard Spokane, WA 99201	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 328-005-738	Federal Employer Tax Identification #: 91-6001582
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction

The prospective lower tier participant certifies, by submission of this proposal or 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. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____

Date: _____

Print Name and Title: Dr. Mark Anderson, Associate Superintendent

ATTACHMENT "E"

FFATA FORM

Subrecipient Agency: Spokane Public Schools				
Grant and Year:		Agreement Number:		
Completed by: _____		_____		_____
<i>Name</i>		<i>Title</i>		<i>Telephone</i>
Date Completed:				
STEP 1				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
STEP 5				
Executive #1	Name: _____			
	Total Compensation amount: \$ _____			
Executive #2	Name: _____			
	Total Compensation amount: \$ _____			
Executive #3	Name: _____			
	Total Compensation amount: \$ _____			
Executive #4	Name: _____			
	Total Compensation amount: \$ _____			
Executive #5	Name: _____			
	Total Compensation amount: \$ _____			
STEP 6				
If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: _____ Date: _____

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

ATTACHMENT “F”

Restrictions and Certifications Regarding Non-Disclosure Agreements

October 1, 2016 through September 30, 2018

No recipient or subrecipient under this grant, or entity that receives a contract or subcontract with any funds under this grant, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this grant, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this grant, the recipient:
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of fund funds, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized to make subgrants or contracts under this grant:
 - a. it represents that:
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive grant funds (whether through a subgrant, contract, or subcontractor) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. it certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that received funds under this grant is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of grant funds to or by that entity, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Spokane Public Schools

Agency Name

Dr. Mark Anderson, Associate Superintendent

Name of Authorized Official

Title

Signature of Authorized Official

Date

ATTACHMENT "G"

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The following information is required from each federal grant recipient. The DISTRICT agrees to first determine if any of the below listed activities will be funded by the project funds. Prior to obligating funds for the purpose of any of the below listed activities, the DISTRICT agrees to contact the CITY's representative who will contact the OJJDP.

Please check one of the blanks to the left of each item below to indicate whether or not the activity described is being undertaken to support or facilitate the federally funded activity by the grant recipient or any other party.

Yes	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. New Construction
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Minor renovation or remodeling of a property either:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. listed or eligible for listing on the National Register of Historical Places
<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. located within a 100-year flood plain
<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Renovation, lease or any proposed use of a building or facility that will either:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. result in a change in its basic prior use (between industrial, office, residential, etc.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. significantly changes its size (total structure, not program's portion thereof)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Implementation of a new program involving use of chemicals other than:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. chemicals purchased as an incidental component of the funded activity
<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. traditionally used (e.g., for office, household, recreational, educational environments)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

If any item above is checked, a clarification of the activity may be requested.

Response is made related to the following Justice Assistance Grant funded program/project:

Project: Comprehensive Anti-Gang Strategies and Programs Grant 2016-JV-FX-0005

Certificate Valid Through (max of 2 years) September 30, 2018

Signature: _____ Date: _____

Typed Name: Dr. Mark Anderson Title: Associate Superintendent

Representing: Spokane Public Schools

ATTACHMENT “H”

ACKNOWLEDGEMENT OF ALLOWABLE AND UNALLOWABLE COSTS

ALLOWABLE COSTS

Allowable uses of federal grant funds include, but are not limited to, the following as they relate to the coordination and implementation of activities performed under the goal(s), objectives, and activities of the grant as described in Attachments “A” and “B” of the Grant, including:

- Operating costs, including:
 - Approved costs of personnel (salaries and benefits, and/or overtime).
 - Overtime
 - Costs reflected in the project budget proposal (such as training fees, printing, supplies, or contractual services).
- Procurement and installation of equipment (limitations may apply for high dollar items)
- Space and utilities, to the extent utilized for the approved project.
- Travel, per diem, and lodging at the federally approved rates.
- Printing and duplication of written and visual materials.

UNALLOWABLE COSTS

Unallowable uses of federal grant funds include:

- Food, beverages or other refreshments for meetings, conferences or training (prohibition does not include standard per diem when otherwise authorized)
- Body armor/protective vests
- Vehicles, vessels, and aircraft
- Construction
- Land acquisition
- Automatic and military grade weapons
- Victim compensation (direct payment)
- Losses arising from uncollected accounts
- Contributions to a contingency reserve
- Contributions or donations
- Entertainment
- Fines and penalties
- Interest and other financial costs
- Consultant Fees (above a reasonable and consistent rate for similar services, and/or above \$650 for an eight-hour day or \$81.25 per hour—excluding travel and per diem)

The undersigned agrees to the above requirements.

SIGNATURE

Dr. Mark Anderson, Associate Superintendent
PRINTED NAME AND TITLE

Spokane Public Schools
NAME OF GRANTEE ORGANIZATION

SEPTEMBER 30, 2018
CERTIFICATE VALID THROUGH (Not more than two years)

ATTACHMENT “I”

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: Spokane Public schools	
Address: 200 N. Bernard, Spokane, WA 99201	
Is agency a; <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DUNS Number: 067547828	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Dr. Mark Anderson, Associate Superintendent	
Telephone Number: 509-354-7272	E-Mail Address: marka@spokaneschools.org

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|--|---|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input checked="" type="checkbox"/> Nonprofit Organization | <input checked="" type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title	Signature	Date
------------------------------	-----------	------

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title	Signature	Date
------------------------------	-----------	------

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title	Signature	Date
------------------------------	-----------	------

ATTACHMENT “J”

CCR REGISTRATION OF SUB-RECIPIENT DUNS NUMBERS

The DISTRICT agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The DISTRICT also agrees to comply with applicable restrictions on subawards to first-tier sub-recipients that do not acquire and provide a Data Universal Numbering System (DUNS) number.

The DISTRICT must report and provide validity to the CITY of their DUNS Number registration. Should the DUNS Number registration expire before the end of the award period, the validity of the DISTRICT's DUNS Number registry in the CCR system must be re-verified.

Failure to maintain a valid DUNS registry in the CCR system prohibits disbursement of federal funds to that agency, effective the date of the registrations lapse. Equally renewed registration clears this prohibition effective the date of the renewed registration.

Briefing Paper
City of Spokane
Spokane Police Department
Subrecipient Agreement with Spokane Public Schools
January 23, 2017

Subject

To provide Spokane Public Schools with a subrecipient contract agreement in the amount of \$263,850.00. Funding will be coming from the Juvenile Justice and Delinquency Prevention (OJJDP) FY 16 Comprehensive Anti-Gang Strategies and Programs Grant which was briefed to the Public Safety Committee on May 16, 2016 and subsequently approved by council to accept the award.

Background

The City received \$290,832 from the DoJ for the FY 16 Comprehensive Anti-Gang Strategies and Programs Grant. The purpose of the grant is to form a collaboration across Spokane agencies to enhance gang prevention, intervention, and suppression efforts in alignment with the Comprehensive Gang Model. Project partners will form an Antigang Steering Committee, thoroughly assess the current gang situation, and adopt goals, policies, and procedures in response to the most pressing problems.

Impact

Spokane Public Schools will receive \$263,850 on a reimbursement only basis. \$144,617 will be used for the hire and housing of an Antigang Coordinator. \$112,600 will be used for a Gang Assessment consultant and outreach mentors through Kingdom Fellowship Church Alliance. \$3,000 will be used for supplies, such as a laptop for the Antigang Coordinator. \$3,633 will be used for a required OJJDP training and in town mileage.

Action

Approval to award Spokane Public Schools a subrecipient funding contract.

Funding

Federal – U.S. Department of Justice grant funding

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

02/06/2017

<u>Date Rec'd</u>	11/30/2016
<u>Clerk's File #</u>	OPR 2017-0074
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2006-0891
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	N/A

<u>Submitting Dept</u>	FIRE
<u>Contact Name/Phone</u>	BRIAN SCHAEFFER 625-7002
<u>Contact E-Mail</u>	BSCHAEFFER@SPOKANEFIRE.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1970 FIRE/EMS - INTERLOCAL AGREEMENT FOR DISPATCHING SERVICES

Agenda Wording

Interlocal Agreement with Spokane County Fire Districts 2,3,4,5,8,9,10,11,12 & 13, the Cities of Airway Heights, Cheney, and Medical Lake Washington, to set forth terms/conditions of City providing fire dispatch services for a period of 5 years.

Summary (Background)

In the mid 1990's, Fire Agencies in Spokane Co. agreed to merge the 4 fire/ems dispatch centers within the County into a single operation. The Parties agreed to form the CCC (Combined Communications Center) with Dispatch Services being provided by the Spokane Fire Department through contracts for service. The current 10 year contract was renewed in 2006 and expires at the end of 2016. Contract will automatically renew year to year, with a formal review by the CCC Board at least once every 5 years

<u>Fiscal Impact</u>	<u>Budget Account</u>
Revenue \$ 914,315	# 1630-35210-28200-33828-99999
Revenue \$ 1,463,250	# 1630-35210-99999-31310-99999
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	PSC 12-12-2016
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	bwilliams@spokanefire.org	
<u>For the Mayor</u>	SANDERS, THERESA	bschaeffer@spokanefire.org	
<u>Additional Approvals</u>		korlob@spokanecity.org	
<u>Purchasing</u>		tdunivant@spokanecity.org	
		klamoreaux@spokanecity.org	
		jatwood@spokanefire.org	

After filing, return to:
City Clerk
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201

City Clerks No. 2017-0074

INTERLOCAL AGREEMENT (ILA) COMBINED COMMUNICATIONS CENTER (CCC)

THIS INTERLOCAL AGREEMENT (ILA) is between the CITY OF SPOKANE, a Washington State municipal corporation as ("City"), and SPOKANE COUNTY FIRE PROTECTION DISTRICTS 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, and the CITIES OF AIRWAY HEIGHTS, CHENEY, AND MEDICAL LAKE, WASHINGTON, as ("Member"). Hereafter individually referenced as a "party", and together as the "parties".

WHEREAS, the City of Spokane operates a Combined Communications Center ("CCC") which provides fire service dispatch, communications and associated services to the various fire service departments of the region; and

WHEREAS, in accordance with the provisions of the Washington State Interlocal Cooperation Act, Chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

-- Now, Therefore,

The parties hereby agree as follows:

Part A. Purpose and Intent

The purpose and intent of this ILA is to set forth the terms and conditions for the provision of fire service dispatch, communications and associated services by the City to the Member.

It is intended that this ILA, which is created and entered into in a spirit of cooperation, equity, fairness and mutual benefit, provide the terms and conditions which maintain these principles with both parties.

Part B. Terms and Conditions of ILA

1. Function of the Combined Communication Center

The CCC will provide fire service communications, dispatch and associated services as set forth or provided for herein below to the Member and to other local fire protection authorities or other fire and/or EMS agencies with which the City agrees to contract with the concurrence of the CCC Policy Board.

Any local fire protection authority or other fire or EMS agency wishing to secure the services of the CCC shall enter into an agreement with the current ILA Members and the City for those services. Approved additional agencies receiving CCC services will be identified as "Users" and will have different costs and ILA provisions than Members, unless approved as "Members" by 2/3 vote of the CCC Policy Board.

The operational concept for consolidated fire service communications in Spokane County at the time of this ILA is set forth in Appendix A, which is a part of, and shall be considered integral to this ILA.

2. Acquisition and Disposition of Real Property

The site of the CCC shall be the City of Spokane Fire Department Dispatch Center, which is, and shall remain the sole property of the City of Spokane.

The existing sites for system equipment outside of the CCC, which are owned by the Member shall continue to be owned and solely maintained by the Member holding them.

The existing sites for system equipment outside of the CCC which are leased by the Member shall continue to be leased by the Member, but the lease costs shall be part of the CCC expense budget, and shall be reimbursed to the Member out of the CCC Fund.

In addition to equipment, sites, etc... owned and operated by Spokane Regional Emergency Communication Services (SRECS), any additional sites for CCC system equipment deemed necessary by the CCC Policy Board for the assurance of system operation shall be developed, held and maintained by those parties directly using them in accordance with the terms of this Section for existing sites.

3. Acquisition and Disposition of Personal Property

(a) Definitions:

▪ *System Equipment*

All equipment required in the system for the provision of the services set forth in this ILA, including but are not limited to the following: alarm / dispatch center equipment (911, radio consoles, radio transmitters / receivers, recorders, computers and other adjunct and support equipment), as well as the remote radio bases, repeaters and voters required for the receipt of the radio signals from the CCC, by the receiving units of the Member and the transmittal of their radio signals back to the CCC.

▪ *Non-System Equipment*

Radio equipment which is specifically necessary for the inclusion and operation of a single Member (ie: internal fire station equipment; radio systems owned by agencies; etc...).

(b) Replacement System Equipment

Replacement system equipment not the responsibility of SRECS shall be acquired, held, maintained, replaced and disposed of as the common property of the parties. The capital replacement costs of system equipment, not the responsibility of SRECS, shall be shared by Members as provided for in Section 4(d). Maintenance costs shall be included in the totality of the CCC expense budget.

(c) Disposition of System Equipment

(1) Withdrawal of Member

If a Member party elects to terminate participation in this ILA, that party shall be deemed to forfeit any interest in system equipment not provided directly by that party to the system at the inception of the CCC in 1997.

(2) Dissolution of ILA

In the event of a general termination and dissolution of the CCC and this ILA, all system equipment shall be divided among all Member's in proportion to their cumulative payments made under this ILA in the last five (5) years. At the option of the CCC Policy Board, this division may be made as payment to the Member-party of the proportional share of the then-fair-market value of the equipment.

(d) Non-System Equipment

Non-system equipment shall be provided by the Member and maintained solely by that Member in accordance with maintenance standards established by the CCC Policy Board.

4. CCC Policy Board

A CCC Policy Board shall provide oversight, review and direction to the City on the policies, budget and operations of the CCC. The City recognizes the authority of the CCC Policy Board as set forth in this ILA.

Each CCC Policy Board Member (see Section 5) shall have one (1) vote.

A quorum shall be five (5) Members and, a quorum shall be required for any meeting at which action is taken. The quorum may be modified by the CCC Policy Board through a unanimous vote.

Any action requiring a *super majority* shall require the affirmative vote of at least two-thirds (67%) of all members of the CCC Policy Board.

Authority, Duties and Responsibilities of the CCC Policy Board

The authority, duties and responsibilities of the CCC Policy Board shall be as follows:

- (a) Review the type and level of service provided by the CCC and assure that it complies with the terms of this ILA.
- (b) Assure that established performance criteria are being met.
- (c) By an affirmative vote by a *two-thirds majority* of the CCC Policy Board, it may, subject to the concurrence of the City Fire Chief:
 - (1) Establish or modify performance criteria to measure the type and level of service, or;
 - (2) Alter or amend the type and level of service.

If an action by the CCC Policy Board under this subsection is unanimous except for the vote of the City Fire Chief, and the City Fire Chief does not concur with and implement the decision, then the City Fire Chief shall provide written notice of non-concurrence to all members of the CCC Policy Board within ten (10) working days of the CCC Policy Board action. The CCC Policy Board shall then meet within twenty (20) working days of the date of said notice from the City Fire Chief to reconsider the decision, and may, by unanimous action less the vote of the City Fire Chief, require the decision to be submitted to arbitration under the provisions of Section 30 of this ILA.

- (d) Review and approve the CCC budget.

The CCC budget shall be prepared and submitted by the City Fire Chief to the CCC Policy Board for its review and approval. The budget presented shall be sufficiently detailed to show the costs attributed to all major expense areas and functions, including the costs charged by the City for administrative, overhead and support services.

The CCC budget shall be approved by simple majority action, except: affirmative action by a *super majority* of the CCC Policy Board is required for the approval of the following:

- (1) A change in the annual budget for the CCC of five percent (5.00%) or more.
- (2) Unbudgeted Capital expense, defined as an equipment expense of Ten Thousand Dollars (\$10,000.00) or more, the cost of which is to be prorated amongst the parties.

The capital replacement costs of dispatch console equipment, computerized dispatch equipment, and any other capital items will be determined by the CCC Policy Board and amortized over its expected useful life. At the direction of the CCC Policy Board, the annual amortization costs may be included in the Estimated Annual Expense of the CCC, and thereby shared proportionally by all Members based on individual agency alarm volume.

NOTE: When SRECS funding is no longer available or agency costs are determined to be agency responsibility, each agency is solely responsible for its own radio maintenance expense and the replacement costs of its portables and mobile radios, base stations and pagers.

- (3) Should a major capital expense occur, the CCC Policy Board will determine if an additional funding of the replacement fund is needed. Major capital expense is defined as a capital improvement project with a total cost comprising ten percent (10%), or more of the annual CCC expense budget for one (1) year (the year it is proposed).

In the event that a CCC budget proposal is disapproved by the CCC Policy Board, the Board shall identify its specific concerns; define acceptable alternative(s), and return the CCC budget proposal to the City Fire Chief for reconsideration. Ten (10) working days shall be allowed for responses in this process, unless additional time is granted upon mutual agreement of the parties. Failure to respond shall be considered deadlock. If agreement cannot be reached (deadlock), the CCC Policy Board or City may request that the CCC budget proposal be submitted to arbitration, provided, that in no event shall the continuing operations and existing funding of the CCC for all Members be interrupted.

- (e) Review proposed personnel costs and provide recommendations to the City on the appropriateness of those costs.

Prior to the beginning of labor negotiations by the City with the bargaining unit representing the employees of the CCC, the CCC Policy Board will meet with the lead City negotiator and the City Fire Chief to review the City's dispatcher-related proposed positions. The City will:

- (1) Allow a reasonable time for the CCC Policy Board to evaluate the positions proposed, and
- (2) Consider in good faith any concerns or suggestions made by the CCC Policy Board, and
- (3) To the extent practical, revise its position consistent with the desires of the CCC Policy Board.

Prior to the finalization of any dispatch labor contract, and at any time during the negotiations as deemed necessary by either party, the same group will meet to be briefed in detail by the City regarding the progress of the negotiations.

- (f) Review the job description of the Fire Communications Center Division Chief at least every two (2) years during the first quarter of that year. The CCC Policy Board shall be consulted on, and consequently approve any proposed substantive change in the job description initiated by any party.
- (g) Ensure that staffing levels outlined in this ILA are met by the City.
- (h) Review staffing levels to determine if staffing needs are appropriate.
- (i) Evaluate appeals of complaints or damages forwarded to them as provided by this ILA or by the policies and procedures adopted by the CCC Policy Board.
- (j) Establish, review and revise as necessary a process, which may include liquidated damages, suspension or termination, to assure compliance with operational policy and procedures by all agencies/parties/Members served by the CCC. The process shall include provisions for non-compliance occurrence and the assessment of liquidated damages for repeat offenses. The established process shall include due process (hearing and appeal) procedures. Remedies prescribed by the CCC Policy Board for non-compliance shall be appropriate to assure correction or non-recurrence.

- (k) Review and approve or disapprove the inclusion of any agency other than a local fire protection authority as a contracting agency for the services of the CCC. The City shall not contract to provide CCC services to any agency other than a local fire protection authority without the concurrence of the CCC Policy Board.
- (l) Review and approve by adoption the systems or plans set forth in Section 15 of this ILA, and subsequently present said systems or plans to all Member agencies for their acceptance.
- (m) Establish procedures for meetings, including the meeting agenda.
- (n) Establish and provide for a backup communications center to the CCC. The costs of equipping and operating the CCC portion of the backup communications center may be included in the CCC budget.
- (o) In cooperation/ coordination with SRECS, approve the radio and paging operational system, including all radio frequency/talk group uses, assignments, and licensing arrangements as deemed appropriate and request/make modifications or alterations consistent with the interests of all Members, as well as overall functionality of the system and the CCC.

The CCC Policy Board may:

- (a) Develop a survey to receive feedback from the public on service delivery, provided that any such process developed shall be subject to the review and concurrence of the City Fire Chief.
- (b) By a *super majority* vote, recommend to the City Fire Chief the removal of the Fire Communications Center Division Chief for cause.
- (c) Provide recommendations to the City Fire Chief on filling a vacancy in the position of Fire Communications Center Division Chief.
- (d) Create an operations committee or other working committees. All committees created by the CCC Policy Board shall be subordinate to, and subject to the direction of the CCC Policy Board.
- (e) Request staff assistance from the City.
- (f) Call for an audit of the CCC Fund at any time.

5. CCC Policy Board Members

The CCC Policy Board will be comprised of eight (8) members as follows:

One (1) representative of the City Fire Department, who shall be the Fire Chief.

Excluding the City Fire Department, one (1) representative of each of the three (3) Members with the greatest average annual emergency incident volume over the last thirty six (36) months.

Four (4) representatives from the Member group (with the exception of the three (3) Member agencies immediately above).

The representatives of the City Fire Department and the three (3) Members with the greatest average volume of emergency incidents will serve three (3) year terms. The determination of the three (3) Members with the greatest average emergency incident volume will be made by December 1 of each third (3rd) year so that representatives can be named for the next three (3) year term. The other representatives will serve for two (2) year terms, commencing January 1.

Unlimited consecutive terms may be served by a representative. If a position becomes vacant during the term, the position shall be filled as soon as possible and the remainder of the term fulfilled.

The representatives to the CCC Policy Board shall be agency Fire Chiefs or their designees. Each designated representative shall name a person to act as his/her authorized designee/representative in case of absence or unavailability.

There shall be no more than one (1) representative from any one (1) Member.

Positions representing multiple Members shall be selected by those Members. The Chair of the CCC Policy Board – shall solicit nominations for the at-large positions for sixty (60) days, and then administer their election, allowing thirty (30) days for the election process, to be completed and finalized by December 15 prior to the beginning January 1 date of the two (2)-year term for the elected representatives.

By *unanimous* consent of the CCC Policy Board, the make-up of the CCC Policy Board may be modified.

6. CCC Policy Board Meetings

The CCC Policy Board shall elect from among the Member agency representatives, by simple majority vote, a Chairperson. The election shall be held at the first meeting of the year, after the election of the at-large (two (2)-year term) representatives. The term of office for the chairperson shall be two (2) years.

The chair of the CCC Policy Board will set the agenda for each meeting, provided that the City Fire Chief may place any item on any the agenda. Items may be placed on-the agenda by any Member in accordance with adopted meeting procedures.

The CCC Policy Board shall meet regularly and will determine its own meeting schedule. Board The CCC Policy Board may have telephonic meetings, however any action requiring a super majority affirmative vote shall require individual written/email verification of the vote by each member, to be sent to the Chair, within twenty four (24) hours of the vote.

7. Administration and Management of the CCC

The City Fire Chief shall:

- (a) Administer the CCC service contracts between the City and Member parties.
- (b) Administer and manage the CCC.
- (c) Insure the effective and timely implementation of policies adopted by the CCC Policy Board.
- (d) Establish operational policies and procedures for the CCC. The operational policies and procedures must be approved by *super majority* of the CCC Policy Board.
- (e) In consultation with the CCC Policy Board, work with the Civil Service Commission of the City to develop and establish, and subsequently review the job description of the Fire Communications Center Division Chief.

The City Fire Chief may select and appoint a Fire Communications Center Division Chief who shall be a management employee of the City, responsible to the City Fire Chief. If a Fire Communications Center Division Chief is appointed, the City Fire Chief will develop and establish goals and objectives for and provide direction to the Fire Communications Center Division Chief that assures that the Fire Communications Center Division Chief meets the policies and standards established by the CCC Policy Board.

The Fire Communications Center Division Chief will be responsible to the City Fire Chief for CCC operations, including training, work assignments and supervision. Under the direction of the City Fire Chief, the Fire Communications Center Division Chief shall direct and supervise the shift supervisors to insure that policy, procedures, training and discipline are carried out and that coordination of activities occurs to maintain standards as well as meet goals and objectives.

8. Services Provided by CCC

The CCC shall provide the following services, subject to change by the CCC Policy Board with the concurrence of the City Fire Chief, to the contracting agencies:

- (a) Answer 9-1-1 and other emergency telephone calls.
- (b) Process caller information and determine the appropriate response.
- (c) Dispatch the appropriate emergency and support resources. Document information associated with the call for service and response of resources.
- (d) Resource and situation status / tracking.
- (e) Move-up of resources.
- (f) Maintain necessary call back list, and call-back of personnel.
- (g) Answer other communications center related calls.
- (h) Maintain current list of personnel and equipment to carry out activation and performance of the functions of the Spokane County Resource Plan and the Northeast Region and Washington State Mobilization Plans.
- (i) Perform systems testing as established by the CCC Policy Board.
- (j) Liaison and coordination with outside agencies.
- (k) Conduct appropriate announcements / paging.
- (l) Transfer data to stations or other work locations.
- (m) Provide business / pre-plan information to responders as established by the CCC Policy Board.
- (n) Work with City/County GIS and CCC agencies on maintaining a GIS mapping database.

- (o) Assist with sending notifications for emergency staffing.
- (p) Manage back-up data files.
- (q) Maintain logging data for at least ninety (90) days.
- (r) Provide information / data recordings for post incident analysis or incident investigations.
- (s) Record and update local information, e.g., hydrants out of service, controlled burns.
- (t) Monitor weather conditions and adjust responses based on those conditions.
- (u) Maintain and update policies, procedures, administrative orders, and other directives.
- (v) Provide reports regarding services provided to the Member(s).

9. Levels of Service Provided by the CCC

(a) Facilities

- (1) The CCC shall be located at the City Fire Department Dispatch Center. Any move of the operations center that has a financial impact on contracting agencies requires the pre-approval of the CCC Policy Board.
- (2) The designated remote backup fire service communications center shall be determined by the CCC Policy Board. The fair rental value of the space occupied by this backup center shall be included in the expense budget of the CCC.

(b) Staffing

Unless modified by a 2/3 or 66% majority vote of the CCC Board, there will be a minimum of three (3) personnel assigned to the CCC, twenty four (24) hours per day. This minimum will be comprised of two (2) dispatchers and one (1) working shift supervisor.

The Fire Communications Center Division Chief or their designee may augment the staffing level at any other time deemed appropriate.

(c) **Certification**

All dispatcher personnel shall be Emergency Medical Dispatch (EMD) certified.

(d) **Equipment & Services**

The CCC shall:

- (1) Utilize Enhanced 9-1-1 (E-911) as a minimum for as long as Spokane County maintains an E-911 system. Utilize Next Gen 9-1-1 if implemented by 9-1-1. Should the implementation of Next Gen 9-1-1 create a new additional CCC cost, the implementation must be approved by the CCC Policy Board.
- (2) Provide an adequate number of radio consoles with the telephone equipment necessary to receive calls for service and radio and paging equipment capable of dispatching the resources of the contracting Members.
- (3) Provide recording systems for the instant recall of emergency telephone calls and the logging of all radio traffic through the CCC.
- (4) Unless provided by SRECS, maintain the necessary radio and other communications backbone to:
 - (a) Transmit alarms and pages via a paging system.
 - (b) Transmit and receive messages on radio channels/talk groups, at the identified locations.
 - (c) Be responsible for insuring that the established remote back-up center remains operational with telephones, appropriate consoles to dispatch resources, transmitters / receivers to transmit and receive from all contracting agencies, and recording equipment.
- (5) Use Computer Aided Dispatch (CAD) for assisting with dispatch.
- (6) Maintain an Information Management System (IMS) that provides statistical analysis of dispatched incidents. This system shall be available to Members as an option, with each agency to pay for any necessary hardware, software and maintenance cost associated with its use of the IMS.
- (7) Provide copies of recorded and/or documented incident information for agency incidents upon written request of the agency.
- (8) Maintain-logging audio files for a minimum of ninety (90) days or as otherwise required by law.

10. CCC Performance Criteria

The Combined Communications Center will provide services that meet the following basic criteria; provided that exceptions will be allowed for times when the CCC is overwhelmed:

- (a) All 9-1-1 and other emergency phone lines that terminate in the CCC will be answered in a timely manner. All emergency telephone lines will be answered in ten (10) seconds or less, ninety percent (90%) of the time.
- (b) All calls for service that terminate in the CCC and result in a response by a local fire protection authority will be processed and dispatched as follows:
 - i. Life-threatening fire medical and other calls requiring a priority response as determined by the CCC Policy Board-sixty (60) seconds or less ninety percent (90%) of the time.
 - ii. All other calls as determined by the CCC Policy Board – ninety (90) seconds or less ninety percent (90%) of the time.

The measure of this time begins when the call is answered in the CCC, and it includes the interrogation of the caller until sufficient information is gained to permit the accurate and precise dispatch of resources and/or the call is terminated and dispatch of the appropriate resources has been made.

- (c) All verbal radio-reported unit status reports received by the CCC from emergency response apparatus will be accurately logged into CAD within sixty (60) seconds, ninety percent (90%) of the time.
- (d) The CCC will transfer incident data to stations that have fax machines and are not connected to CAD within fifteen (15) minutes after the last Member unit is back in service. The CCC will have hard copies of incident data available for stations not connected to CAD, and without fax, within twenty-four (24) hours of the incident. The CCC is responsible for sending data to only one (1) agency location per incident.
- (e) The City will provide monthly activity reports on the services provided by the CCC to contracting agencies not later than the end of the following month.

Any exception to the above criteria will be reviewed by the Fire Communications Center Division Chief and the facts of, and reasons for the exception shall be reported to the CCC Policy Board at its next regularly scheduled meeting.

Changes to the Performance Measures outlined in this Section of the ILA, can only occur through the approval of 2/3 or 66%, of the CCC Policy Board.

- (f) Members requesting changes to CCC programming/ mapping/ CAD response configurations or other modifications, shall do so in writing to the Fire Communications Center Division Chief (FCCDC) and copied to the CCC Operations Manager. He/she or a designee shall acknowledge receipt of the requested change within five (5) days. FCCDC or designee shall provide anticipated date for completion and if requested, periodic status updates until completion of the request.

11. Cost of CCC Services

The costs of CCC services provided to Members will be included in the CCC budget (expense plan) as approved by the CCC Policy Board. Any change in the level of services provided by the CCC, as set forth in Section B9 above, that has a financial impact on Members, requires the pre-approval of the CCC Policy Board.

The cost for contracting for CCC services for 2017 - 2021 will be as follows:

Agency	2017	2018	2019	2020	2021
City	\$1,463,250	\$1,577,390	\$1,695,525	\$1,817,795	\$1,944,344
Dist. 2/Fairfield	\$5,238	\$5,694	\$6,122	\$6,527	\$6,909
Dist. 3	\$82,047	\$82,037	\$82,028	\$82,019	\$82,011
Dist. 4	\$192,494	\$189,787	\$187,237	\$184,832	\$182,559
Dist. 5	\$5,175	\$5,020	\$4,874	\$4,736	\$4,606
Dist. 8	\$110,447	\$108,362	\$106,398	\$104,546	\$102,795
Dist. 9	\$263,180	\$264,477	\$265,699	\$266,851	\$267,940
Dist. 10	\$37,868	\$39,794	\$41,608	\$43,320	\$44,938
Dist. 11	\$5,491	\$5,326	\$5,171	\$5,025	\$4,887
Dist. 12	\$2,083	\$2,020	\$1,962	\$1,906	\$1,854
Dist. 13	\$6,438	\$6,245	\$6,063	\$5,892	\$5,730
Airway Hgts	\$77,313	\$81,119	\$84,703	\$88,084	\$91,279
Cheney	\$88,989	\$89,384	\$89,755	\$90,106	\$90,437
Medical Lk.	\$37,552	\$37,039	\$36,556	\$36,100	\$35,669
Total without SVFD	\$914,315	\$916,304	\$918,176	\$919,943	\$921,613

Expected Call Volume by District						
	2016	2017	2018	2019	2020	2021
Dist. 2/Fairfield	68	83	93	103	113	123
Dist. 3	1,225	1,300	1,340	1,380	1,420	1,460
Dist. 4	2,850	3,050	3,100	3,150	3,200	3,250
Dist. 5	69	82	82	82	82	82
Dist. 8	1,675	1,750	1,770	1,790	1,810	1,830
Dist. 9	3,750	4,170	4,320	4,470	4,620	4,770
Dist. 10	625	600	650	700	750	800
Dist. 11	84	87	87	87	87	87
Dist. 12	28	33	33	33	33	33
Dist. 13	91	102	102	102	102	102
Airway Hgts	1,100	1,225	1,325	1,425	1,525	1,625
Cheney	1,375	1,410	1,460	1,510	1,560	1,610
Medical Lk.	575	595	605	615	625	635

Estimated Cost per Call based on estimated call volume

2016	2017	2018	2019	2020	2021
\$75.00	\$63.11	\$61.22	\$59.44	\$57.76	\$56.17

Note: Rates identified above are subject to change should any of the agencies receiving CCC service at the beginning of 2017, terminate said service. Should that occur, CCC rates will be reconsidered, except that under no circumstances will the agency rates exceed those that were charged in 2016.

The parties agree to hold work sessions during 2017 to discuss options for replacement funding and issues related to the replacement fund.

Rate Exceptions: Circumstances or conditions which significantly alter the balance will change the proportionate cost shares to restore it. Such circumstances or conditions may include, but are not limited to the following:

i. **CHANGE IN LEVEL OF SERVICE PROVIDED BY/ TO A MEMBER AGENCY**

A change in the level of service provided by/ or requested by any Member agency shall be evaluated by the CCC Policy Board for its effect on overall call volumes and proportionate shares shall be adjusted accordingly based on estimates.

Change in the level of service for this provision shall be defined as any modification to service provided by the CCC, to the requesting Member, which has an impact on the services provided to other CCC Members.

ii. **ANNEXATION OR PARTIAL MERGER**

The jurisdictional areas may shift due to annexation or partial merger actions. In such event, the annexing or merger entity shall assume the percentage (based on last three (3) year dispatch volume average) of the losing entity's Member cost allocation under this ILA that is equal to: either the percentage of then current assessed valuation lost by that entity, or the percentage of the losing entity's call volume change, whichever is greater.

iii. **MAJOR CAPITAL EXPENSE PROJECT**

A major capital expense project, defined as a capital improvement project with a total cost comprising ten percent (10%) or more of the annual CCC expense budget for one (1) year (the year it is proposed).

12. Special Fund: "CCC Fund"

(a) **Creation of Special Fund**

The City has established and maintains a special fund within its budget for the revenue and expense of the CCC ("CCC Fund").

All payments to the City for CCC services are credited to the CCC Fund and CCC expenditures are allocated and taken from this fund. The CCC Fund is a roll-over fund in which all reserve, cash carryover and unencumbered funds from one (1) fiscal year will carry over to the next fiscal year.

(b) CCC Fund Management

The City is responsible for managing the CCC Fund within the policy direction established by the CCC Policy Board.

The City shall manage the CCC Fund to meet approved expense plan and reserve plan requirements deemed essential by the CCC Policy Board to providing the quality and integrity of CCC services in accordance with the terms of this ILA and as approved by the CCC Policy Board, including but not limited to: equipment replacement plans, maintenance service agreements and other provisions. Any subsequent City disapproval of essential CCC expenses approved by the CCC Policy Board and included within the final approved expense plan or reserve plan shall be deemed a substantive breach of this ILA.

(c) CCC Fund Accounting and Audit

Accounting of CCC revenue and expense will be done by the City using Generally Accepted Accounting Principles (GAAP). Regularly scheduled audits can be paid from the CCC Fund with the approval of the CCC Policy Board. The CCC Policy Board may call for an unscheduled audit of the CCC Fund at any time. Unscheduled Audit costs shall be borne by the Member agencies in proportion to Member alarm volume.

(d) Annual True Up of Unexpended CCC Funds

On an annual basis, the CCC Board will determine if unexpended CCC funds should be returned to CCC Members, based on the following conditions:

By April 30th of each year, the City should have completed financial “year-end closing” for the previous year and will determine if there were any unexpended CCC funds in excess of the annual CCC billing.

Unexpended balances will remain in the CCC Fund if:

- i. The amount is ten thousand dollars (\$10,000) or less, and/or,
- ii. The current fund balance in the CCC Fund, not including the Replacement Fund, is less than the amount needed to fund an operational reserve of thirty percent (30%) of the current CCC budget.

Any unexpended annual operating funds not falling under the stipulations above will be re-distributed by the City to each CCC agency, based on the agency's percent of the total payment for the previous year. The re-distribution by the City, shall occur no later than June 30th of each year.

(e) **CCC Fund Disbursement Upon Termination**

In the event of termination of this ILA, the CCC Fund shall be divided among the Member agencies in proportion to their last calculated Average Annual Agency Incident Volume.

13. Payments to CCC Fund

Unless otherwise determined by the CCC Policy Board, the City will provide to the CCC Policy Board for its consideration the cost allocation for all Member and User agencies for the next calendar year, together with all supporting data used in its determination by September 15th of each year. Based on those amounts the Annual CCC Cost for each Member and User agency will be determined, and be provided to each Member and User agency by September 30th.

Member will be invoiced regularly its annual CCC cost share. By mutual agreement, the City may bill Member on an agreed upon basis.

The City will bill all CCC Members by the end of January of the new calendar year. The CCC Member may pay their share of the annual CCC cost on a monthly or quarterly, basis and will notify SFD accounting staff of scheduled payment plan by February 15th of each calendar year.

Invoice payments by Member(s) shall be made within thirty (30) days after the invoice date. Past due accounts will be charged interest at the rate of twelve percent (12%) per annum, or one percent (1%) per month on the unpaid balance plus a late charge assessment of five percent (5%) of the invoiced amount overdue. Any accounts sixty (60) days overdue may result in a notice of termination, as provided by this ILA.

Interest and penalties will accrue on overdue accounts until payment is made in full.

14. Contracting Agency Responsibilities

Member shall provide to the CCC, and regularly update as appropriate to maintain currency, the following:

- (a) A roster of command and staff personnel with telephone numbers and a list of station locations (addresses) and telephone numbers.
- (b) Individuals or groups needing unique paging codes.
- (c) Response configuration information identifying the number and sequence of units to be dispatched to incidents by geographical location. Inclusion of other agency resources shall be verified by written authorization from the other agency.

- (d) The level of response to be dispatched to various types of incidents.

Member shall, concur with, adopt, and comply with the policies and procedures established by the CCC Policy Board, and be subject to remedies prescribed by the CCC Policy Board for breach of policy or procedure.

15. Cooperative Development Requirements

All CCC Member agencies shall commit to the cooperative development, operations, and maintenance of the following as determined necessary by the CCC Policy Board:

- (a) Public Safety GIS data base; and
- (b) Radio System Plan Member.

Systems or plans accepted and adopted by the CCC Policy Board shall be subject to the acceptance of all Members, and shall be presented to them by the CCC Policy Board for that action.

15A. Status and Integrity of ILA

This ILA between the City and Member(s) is a common form in all respects with agreements between City and other Member agencies. City shall make no agreements in any other form, or with any other provisions with another Member of any kind for CCC services without *two-thirds (66%) approval* of the CCC Policy Board.

Part C. MISCELLANEOUS PROVISIONS

16. Insurance

During the term of the ILA, Each party shall maintain in force, at its sole expense, each insurance coverage noted below:

- (a) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this ILA;
 - i. Acceptable supplementary Umbrella insurance coverage combined with a General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this ILA; and
- (b) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Member or its insurer(s) to the City.

As evidence of the insurance coverages required by this ILA, the Members shall, upon request, furnish written evidence, a Certificate Of Insurance (COI) delineating acceptable insurance coverage limits to the City at the time they return the signed ILA. Each party shall be financially responsible for its pertinent deductibles, self-insured retentions, and/or self-insurance.

17. Designated Representatives

The designated representatives for the purpose of administering this ILA and for the receipt of any notices related to this ILA shall be:

City of Spokane: Fire Chief
City of Spokane Fire Department
44 West Riverside
Spokane, Washington 99201

Member: Fire Chief

18. Disclosure and Retention of Records

The City shall not disclose any dispatch record or data to any person or entity without the expressed written consent of the Member(s) except to comply with State and Federal Public Records laws, or the valid legal order by a court of competent jurisdiction for such disclosure, in which event the City will immediately notify the affected Member(s).

19. Term

This ILA shall become effective upon the execution of this ILA by the Elected Officials of all of the Member agencies a party to the ILA, and shall automatically renew itself from year to year thereafter.

The CCC Board will formally review this ILA at least once every five (5) years from the execution date and recommend any necessary changes for adoption by the parties.

20. Opportunities

The parties realize that opportunities for improved service through an Interlocal Agreement (ILA) to form an independent multi-agency, multi discipline combined communications entity may arise during the term of this ILA, which could be of benefit to the public and current Members of this ILA. Should such opportunities arise, the parties desire to have the ability to evaluate the proposals and make a determination of overall CCC participation. Since individual CCC agency participation may cause service and / or financial impact to other CCC agencies, the parties agree to evaluate the following provisions in making a determination of individual agency and overall CCC participation in any independent communications entity collaborative effort:

- (1) The collaborative opportunity must result in positive benefits as determined by the individual agencies, those benefits specifically identified that will:
 - a. Improve service to the public and the agency, above and beyond the service being received at the time of the consideration and implementation.
 - b. Improve cost effectiveness for the public and the agency, above and beyond the current and anticipated future costs at the time of the consideration and implementation.
- (2) The decision to participate must be made by 2/3 or 66% approval of the CCC Board and approval of 66% (currently 10 of 15) of the Policy Bodies of the CCC Member agencies.

Nothing in this section shall diminish or void the rights of any CCC Member Agency to the Termination provisions outlined in the sections below.

21. Termination

(a) By the City of Spokane

The CCC services provided for by the terms of this ILA are essential to the life, safety, health and welfare of the public. *The City may take no action that may compromise, delay, interrupt or terminate CCC services as provided for herein except* as provided by this Section. Continuity of services to all Members at all times, is of paramount importance and may not be compromised in any event.

If the City decides to terminate its provision of the services under this ILA, it may do so only under the following conditions:

CCC services with all Member agencies must be terminated, i.e., termination of contracted CCC services must be total, not partial, unless approved by a super majority of the CCC Policy Board.

The CCC Policy Board shall determine the course of action to be taken to assure the replacement of City with another provider for fire service communications and dispatch services.

The CCC Policy Board shall create and approve a transition plan. The transition plan shall be completed within twelve (12) months of notice of termination and provide for complete transfer of all CCC Member services. The transfer is to be completed within thirty six (36) months from notice of termination by the City, unless otherwise mutually agreed to by the parties.

The CCC Policy Board shall provide for the disposition of the CCC Fund and the final distribution of all equipment.

Termination notice from City shall not affect any aspect, condition or provision of this ILA during the time subsequently taken to establish a replacement provider.

(b) Termination by Member

Member may terminate its participation in this ILA at any time with advanced written notice. Advanced notice during calendar year 2017 shall be provided no later than June 30th. All separation of CCC services for said Member will be effective at the end of the calendar year so put on notice.

The terminating Member will forfeit claim to any and all existing CCC Funds at the time of departure with the exception of unexpended operational funds due the Member outlined in provisions above.

22. Compliance with ILA

Strict compliance with:

- (a) The terms and conditions of this ILA by the parties hereto, and
- (b) The terms and conditions of the Member contracts entered into by the City with other Members of the CCC, and
- (c) The communications and other procedures and protocols established by the CCC Policy Board, is essential.

Member may bring to the attention of the City Fire Chief the non-compliance of any other Member agency. In such event, the City Fire Chief shall make a threshold determination of the existence, cause, and extent of the non-compliance problem, to include notice to, and consultation with the Member party in alleged non-compliance, within thirty (30) days. The City Fire Chief shall seek to resolve any non-compliance problem within sixty (60) days.

In the event that the City Fire Chief is unable to resolve a non-compliance problem, a Member may bring it to the attention of the CCC Policy Board, and the City Fire Chief shall submit a written report to the CCC Policy Board detailing the problem, and any action taken in attempting to resolve it. In such event, the CCC Policy Board shall make a threshold determination of the existence, cause and extent of the non-compliance problem, to include notice to and consultation with the Member agency in alleged non-compliance, within thirty (30) days.

23. Breach Procedure

Prior to the CCC Policy Board issuing any reprimand, assessment of liquidated damages suspension, or termination, notice will be provided to the designated Member party representative, either in person or by certified mail, as follows:

- (a) That a breach of the ILA has occurred, and
- (b) The nature and extent of the breach, and
- (c) The intent of the CCC Policy Board to consider taking action, and
- (d) A period of fourteen (14) days for the Member party to respond and, if desired, request a hearing before the CCC Policy Board.

At the end of the fourteen (14) day response period given, the CCC Policy Board, giving due consideration to the response, if any, provided by the Member party, shall either:

- (i) If requested by the Member party, schedule and conduct a hearing to provide an opportunity to the Member party to show cause why the reprimand, assessment of damages or suspension should not occur, or
- (ii) Act on the breach.

Within ten (10) business days after the hearing or action, the CCC Policy Board shall issue a written decision.

24. Liquidated Damages

The parties recognize that non-compliance with, or breach of the provisions of this ILA will cause a financial burden on the operations of the CCC, and furthermore increase the costs to other Members. To offset the resultant financial impact, liquidated damages may be assessed against the offending party/Member. The liquidated damages are based on a good faith estimation of the resultant financial impact, and do not constitute a penalty or fine.

It is recognized that the actual damages resulting from a specific instance of non-compliance or breach may be difficult to establish. Thus, the provisions in this ILA for liquidated damages are deemed to be reasonable estimates of the financial consequences of potential non-compliance or breach. The CCC Policy Board shall exercise judgment in determining the liquidated damages to be assessed in any given situation within the range of the liquidated damages provisions provided in this ILA.

In the event that the CCC Policy Board confirms a finding of non-compliance (breach), it may, by a *two-thirds* (66%) majority, assess liquidated damages, subject to the provisions of Section 23, for:

- (a) Failure of the City to comply with any term or condition of this ILA, or of any policy or procedure established by the CCC Policy Board.
- (b) Failure of a Member agency to comply with the communications procedures and protocols established by the CCC Policy Board. The remedy prescribed shall be appropriate and adequate to deter, or eliminate recurrence of the problem.
- (c) Failure of a Member agency to comply with its obligations under the terms and conditions of its agreement to this ILA. The remedy prescribed shall be appropriate and adequate to deter, or eliminate recurrence of the problem.

Any liquidated damages paid pursuant to this section shall be deposited in the CCC Fund.

25. Appeal of Imposed Liquidated Damages

A Member party may appeal the assessment of liquidated damages imposed by the CCC Policy Board pursuant to Section 25 by invoking the provisions of Section 30 of this ILA.

26. Substantive Breach by the City

The following sections of this ILA shall be *substantive*, and a breach of any of the terms and conditions of any provision of any of these sections shall be a *substantive breach* subject to the remedies provided by this section:

Sections A: 1, 7, 8, 9, 10(a), 10(b), 11 and 12.

In the event of a substantive breach of the terms and conditions of this ILA by the City:

- (a) The CCC Policy Board may take any or all of the following actions:
 - (1) Assess liquidated damages as appropriate to recover any costs or expenses proximately caused by the breach. These damages shall be paid to Members in proportion to their incurred costs or expenses.
 - (2) Secure a legal order that the City strictly comply with the essential terms and conditions of this ILA, in which event the City shall pay any and all legal expenses incurred by the CCC Policy Board in pursuit of this remedy.
 - (3) Determine if the ILA shall be terminated under the termination provisions of this ILA.
- (b) Member(s) shall have ninety (90) days to evaluate its interest in continuing as a party to this ILA and, if it so desires, give notice of its intent to terminate participation in the ILA without incurring the penalty for ILA termination provided for by the terms of the ILA.

27. Indemnification

Each party shall indemnify, defend and hold harmless the other parties, their officers and employees from all claims, demands, or suits in law or equity arising from the indemnifying party's negligence or breach of its obligations under the ILA. The indemnifying party's duty to indemnify shall not apply to liability caused by the negligence of the other parties, their officers and employees.

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

Each party's duty to indemnify shall survive the termination, or expiration of the ILA.

Each party specifically assumes potential liability for actions brought by its own employees against any other party and, solely for the purpose of this indemnification and defense, each party specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The parties recognize that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115, and was the subject of mutual negotiation.

28. Severance Clause

If any provision of this ILA is made invalid or unenforceable, such action shall not invalidate the entire ILA. The provisions not made invalid or unenforceable shall remain in full force and effect.

29. Modification of ILA

This ILA represents the entire agreement between the parties. No change, termination, or waiver of any provision other than changes allowed in the contract by the CCC Board, shall be made without mutual agreement of and execution by all of the parties to the ILA, nor be considered a future waiver of this right or any other right by the parties.

30. Dispute Resolution by Binding Arbitration

In the event of a disagreement regarding the interpretation or application of this ILA where the parties are unable, after good faith negotiations, to resolve the dispute, controversy or claim, they shall submit the issue to arbitration in conformance with the rules of the American Arbitration Association (AAA).

In the event of moving an issue to arbitration, the parties shall select a panel of three (3) arbitrators in a timely manner. Each party may select one (1) arbitrator for the panel. To choose the third (3rd) arbitrator, who will serve as the chair of the panel and will issue the written decision on behalf of the panel, each of the parties shall submit to the other a list of the names of five (5) arbitrators for consideration. All of the five (5) arbitrators listed must be current AAA members. If the parties cannot agree on the third (3rd) arbitrator from either list, they will flip a coin to determine who is first to strike a name from the combined list of ten (10). After the winner of the coin toss strikes a name, the other party will then strike a name. The parties will then alternate turns at striking names until one (1) name remains, which will be the name of the individual who will serve as arbitrator.

The decision of the arbitration panel shall be “final” and “binding” upon the parties.

Each party shall pay for the costs of the arbitrator they select. The costs of the third (3rd) arbitrator and misc. costs shall be equally shared amongst the parties.

No prospective or actual costs of arbitration may be included in the CCC budget.

This ILA is to be performed, interpreted and construed in accordance with the laws of the State of Washington, and within the jurisdiction of Spokane County.

31. Failure of Unanimity by CCC Policy Board

If an issue before the CCC Policy Board requires unanimous action of the CCC Board Members, and the question fails by a single vote, the issue may be reintroduced under this provision.

The re-introduced issue shall be re-discussed and re-voted. If it again fails with the same Member(s) in opposition, the issue may be brought forward for the third (3rd) time.

If a third (3rd) vote comes forward within six (6) months of the previous two (2) votes and fails by the same Member(s) voting in opposition, the issue may be certified to binding arbitration by the affirmative vote of all of the CCC Board Members, but one (1). The arbitrator shall determine if the dissenting vote violates the purpose and intent of this ILA, as set forth in Part A (above).

32. Binding Action

The acceptance, approval and execution of this ILA by the parties shall act to bind both / each Member to all of the terms and conditions contained herein.

This ILA is made to assure the commitment and participation of all parties, and reliance is placed by each party on participation, and performance by the other Member parties to this ILA.

33. CHAPTER 39.34 RCW REQUIRED CLAUSES

- (a) Purpose. See Part A above.
- (b) Duration. See Section No. 20 above.
- (c) Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this ILA.
- (d) Responsibilities of the Parties. See provisions above.

- (e) ILA to be Filed. This ILA shall be filed with the Spokane City Clerk, and the Spokane County Auditor.
- (f) Financing. See Sections 11, 12, 13, and 14 above.
- (g) Termination. See Section No. 21 above.
- (h) Property upon Termination. See Section No. 3 above.

Combined Communication Center Agreement (ILA)
(Signature Page 1 of 14)

OPR

Dated on _____ CITY OF SPOKANE

By: _____
Deputy Mayor

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

SPOKANE COUNTY FIRE PROTECTION DISTRICT 2

Chairman

Commissioner

Commissioner

Attest:

District Secretary

Date

SPOKANE COUNTY FIRE PROTECTION DISTRICT 3

Chairman

Commissioner

Commissioner

Attest:

District Secretary

Date

SPOKANE COUNTY FIRE PROTECTION DISTRICT 4

Chairman

Commissioner

Commissioner

Attest:

District Secretary

Date

SPOKANE COUNTY FIRE PROTECTION DISTRICT 5

Chairman

Commissioner

Commissioner

Attest:

District Secretary

Date

SPOKANE COUNTY FIRE PROTECTION DISTRICT 8

Chairman

Commissioner

Commissioner

Attest:

District Secretary

Date

SPOKANE COUNTY FIRE PROTECTION DISTRICT 9

Chairman

Commissioner

Commissioner

Attest:

District Secretary

Date

SPOKANE COUNTY FIRE PROTECTION DISTRICT 10

Chairman

Commissioner

Commissioner

Attest:

District Secretary

Date

SPOKANE COUNTY FIRE PROTECTION DISTRICT 11

Chairman

Commissioner

Commissioner

Attest:

District Secretary

Date

SPOKANE COUNTY FIRE PROTECTION DISTRICT 12

Chairman

Commissioner

Commissioner

Attest:

District Secretary

Date

SPOKANE COUNTY FIRE PROTECTION DISTRICT 13

Chairman

Commissioner

Commissioner

Attest:

District Secretary

Date

CITY OF AIRWAY HEIGHTS, WASHINGTON

By: _____ Dated: _____
City Administrator

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF CHENEY, WASHINGTON

By: _____ Dated: _____
City Administrator

Attest: _____
City Clerk

Approved as to form:

City Attorney

CITY OF MEDICAL LAKE, WASHINGTON

By: _____ Dated: _____
City Administrator

Attest: _____
City Clerk

Approved as to form:

City Attorney

APPENDICES

APPENDIX A: OPERATIONAL CONCEPT

APPENDIX B: ALARM VOLUMES OF CONTRACT MEMBERS FOR CY 1995
MEMBER

APPENDIX A

Operational Concept for Centralized Fire Services Dispatch and Communications

At the inception of this ILA, the operational concept for the Spokane County fire services communications system, of which the CCC is an integral part, is as follows:

iv. Dispatch Center

The CCC will be located at the Spokane Fire Department Dispatch Center. All Spokane County fire services dispatch functions will be centralized at the CCC.

An emergency backup center will be located at its current location or at a location to be determined by the CCC Policy Board.

v. Dispatch and Notification System

All fire services notifications required by Member agencies will be done by the CCC. Notifications will be digital or other methods as approved by the CCC Policy Board.

The City will conclude an interlocal agreement with SRECS for the use of the Public Safety Radio and Notification System, with the provision therein that radio and notification services for fire/ems services is a top Priority. The interlocal agreement shall be approved by the CCC Policy Board before finalization.

Dispatch and notification system will be comprised of simulcast and simplex transmitters required to provide coverage to parties of the ILA.

Unless provided by SRECS, Members will be responsible to provide their own receivers / digital readers and printers as deemed necessary for their facilities, apparatus and vehicles.

vi. Primary and Tactical Radio Channels/ Frequencies/ Talkgroups

The CCC Policy Board is responsible for the coordination with SRECS to achieve approval and modification of the radio and notification system to be utilized by CCC agencies. Nothing in this ILA will prohibit the CCC Policy Board from requesting the expanding or reducing of the number of radio channels/ frequencies/talk groups as deemed necessary.

The FCC radio licenses for the channels/ frequencies/talkgroups utilized by CCC agencies shall sought/ maintained and renewed by SRECS. The licenses will be maintained by SRECS on behalf of the Public Safety Agencies of Spokane County. The use of the channels/ frequencies/ talkgroups shall be as approved by the CCC Policy Board.

All costs for the operation, maintenance or modification of the primary radio channels/ frequencies/ talkgroups shall be the responsibility of SRECS. Should the responsibility not be to SRECS, the CCC Policy Board may determine to include costs in the CCC expense budget.

Member

APPENDIX B

Member Incidents Dispatched by CCC - 2015

Spokane County Fire District 2	118
Spokane County Fire District 3	1,366
Spokane County Fire District 4	3,000
Spokane County Fire District 5	95
Spokane County Fire District 8	1,635
Spokane County Fire District 9	4,325
Spokane County Fire District 10	793
Spokane County Fire District 11	95
Spokane County Fire District 12	41
Spokane County Fire District 13	113
City of Airway Heights	1,334
City of Cheney	1,366
City of Medical Lake	581
City of Spokane	38,399

Summary of Changes to CCC Member Agency Agreement

Background:

In the mid 1990's after a number of discussions and a great amount of committee work, Fire Agencies in Spokane County reached an agreement to merge the 4 fire/ ems dispatch centers within the County into a single operation. The Parties agreed to form the CCC with Dispatch Services being provided by the Spokane Fire Department through contracts for service. The initial contract, approved by the 19 political jurisdictions involved, was signed in 1996 and was for a 10 year period. The number of jurisdictions declined down from 19 due to several fire district consolidations and the fact that Stevens County Fire District 1 transferred services to Stevens County Sheriff in August 2002, due to their inability to receive a strong enough radio signal because of FCC regulation modifications.

The contract that outlines the provisions under which the CCC was originally formed and operated, expired in 2006. The Spokane Fire Department and the CCC Policy Board members that represented the participating agencies reviewed the original contract, identified necessary changes and took it to their respective elected bodies for approval. The renewed Interlocal agreement was for 10 years from December 31, 2006.

Since the renewed Interlocal was to expire at the end of 2016, SFD and CCC reps began meeting in early 2016 to work on the renewal of the CCC Interlocal. General agreement was arrived on most all matters with the exception of the Funding Formula. Work on the funding formula continued on into the later part of 2016. Spokane Valley Fire Department took exception to the proposed rate structure submitted by the City and decided that they did not want to enter into a longer term agreement at this time. Based on that fact, the CCC Board created two (2) different categories of CCC Agencies:

- Member Agencies – those who enter into a longer term agreement – 5 years
- User Agencies – those who enter into a month to month agreement

The majority of the modifications to the interlocal that were made by the CCC Board will apply to those who chose to enter into the **Member agency** agreement. Rates for Member agencies will be lower and the City of Spokane is paying an increasing percentage of the total CCC cost, each year of the Agreement period.

Those who choose to be **User agencies** will have less flexibility in their agreement and will pay higher rates - last year's rates. User agencies will not be able to hold a place on the CCC Board.

Recommended Modifications to **Member Agency** Interlocal:

The parties understood at the beginning of this review that changes would be needed because there were a number of provisions in the latest contract that were no longer applicable. Other changes have been identified due to the construction and implementation of the new Countywide radio system (owned and operated by Spokane Regional Emergency Communication System – SRECS) plus operational and policy issues that have arisen in the last 10 years.

Below is a section by section summary of the proposed changes to the new agreement. Throughout this summary, the following terminology has been used to identify what has occurred and the extent of the changes.

Added – New language to the contract

Modified – Changes in existing contract language

Removed – Changes recommended to be removed from new contract

No change – No changes are recommended to the contract

★ Substantive change – Identified in the left column by the star. ★

A reason for the each change has also been included for each modification.

Note: Throughout the document, the previously used term “contract” was changed to “agreement”. Similarly, the term “CCC Manager” was changed to “Fire Communications Center Division Chief”. Other changes including grammatical, format, clarifications and definitions, were made by Legal. Said changes do not change the intent of the agreement and are not detailed in the summary below.

CCC Member Agency Agreement Review

Opening:

Removed Valley Fire Department as member agency.

Reason: VFD desires month to month agreement and will be a User Agency.

- ★ Changed term “User” to “Member” (note: this change is throughout document).
Reason: Member agency is designator for agency with longer term (5 year) agreement.

Part B:

- ★ 1. Function of the Combined Communication Center – Removed: Language that would not allow the CCC to dispatch for any law enforcement agency.
Reason: In lieu of the outright denial of other future opportunities, this language was deleted and a new Section 20: Opportunities, was added.
- ★ Terminology regarding User Agency – Added: Language that specifies how User Agency can become Member Agency.
Reason: There are now two (2) categories of Agencies. “Members” have longer term agreements and “Users” are month to month.
2. Terminology regarding SRECS – Added: Language that refers to equipment owned by SRECS.
Reason: Since SRECS is now the owner of the new countywide radio system, this clarification is needed to the section.
- 3(a) Non-System Equipment definition – Added: Language that defines the type of radio equipment referred to in the definition.
Reason: Clarification.
- 3(b) Initial System Equipment Definition – Removed: Language no longer needed.
Reason: Old radio system is no longer in place.

3(c) Replacement System Equipment Definition – Added: Language to clarify that the section is referencing equipment that is not the responsibility of SRECS.
Reason: Clarification.

3(d)(2) Dissolution of Agreement Definition – Removed: Language that referred to initial system equipment which is no longer relevant.
Reason: Initial system no longer in place.

★ 4. CCC Policy Board – Added: Language that allows the CCC Policy Board to change the Quorum.
Reason: It was necessary to have the flexibility to modify the number of members needed for a Quorum so the business of the CCC Board could continue if all of the positions of the CCC Board were not filled. This would allow a modification to occur without going back through the entire process of changing the agreement by 15 agencies.

4(d)(2) Capital expense – Added: Term “unbudgeted” to correct the intent of the section and minor language to better define the intent.
Reason: Clarification.

4(d)(2) Note – Added: Language about SRECS and other agency costs for clearer understanding.
Reason: Clarification.

4(d)(3) Major Capital Expense – Removed/Added: Rewrote the section and added a definition for clearer understanding of intent.
Reason: Clarification.

4(f) Review job description – Added: Word “consequently” to make the section clearer.
Reason: Clarification.

4(h) Review staffing levels – Added: Language to make the section clearer.
Reason: Clarification.

4(n) Establish and provide – Added: Language “CCC portion of the” to make section clearer.
Reason: Clarification.

4(o) Approve the radio – Added: Language to make the section clearer.
Reason: Clarification.

5. CCC Policy Board Members – Added/Removed: Language to make the section clearer.
Reason: Clarification.

★ CCC Policy Board Members – Added/ Modified: Language to clarify that only “Member” Agencies can have representatives on the CCC Board.
Reason: To accommodate the two types of Agencies and reflect that User agencies cannot have representatives on the CCC Board.

6. CCC Policy Board Meetings – Added/Removed: Language to make the section clearer.
Reason: Clarification.

8(m) Media alert – Removed: No longer provided.
Reason: System no longer used.

8(o)-8(p)-8(q)-8(r) – Added/Removed: Language to make the sections clearer.
Reason: Clarifications.

★ 9(b) Staffing – Added: Language that allows CCC staffing to be modified with 2/3 or 66% majority of the CCC Board.
Reason: Ability to modify staffing without having to go through an entire Agreement change process for all 15 agencies.

9(d) Equipment & Services – Added/Removed: Language about Next Gen 9-1-1; number of consoles; and other modifications to make the sections clearer.
Reason: Clarifications and greater flexibility based on future technology.

★ 10 CCC Performance Criteria – Modified – Language modified to stipulate that the performance measures can change with approval of 2/3 or 66% of Board. Further, for Life Threatening calls the performance measure remains at 60 seconds, but all other calls the measure is at 90 seconds. Both, 90% of the time.
Reason: Nationally recognized performance standard has changed and this modification will bring agreement in line. Allowing Board to modify performance measures, provides greater flexibility without requiring changes to go through an agreement modification process.

10(f) CCC Performance Criteria – Added: Language that stipulates a timeframe in which CCC leadership responds to requested changes by Parties.
Reason: To provide expectations of when Parties who request changes, will get a response and updates from CCC leadership.

★ 11. Cost of CCC Services – Added/Removed – Added: Chart showing 2017 agency costs. Removed Annual CCC Cost Determination language.
Reason: To address change in philosophy regarding Cost determination for CCC Services.

Cost of CCC Services – Added: Language that indicates that Member Agency rates could change if any agency receiving CCC services should terminate their services from the City.
Reason: Recognition to all parties that rates could change if a CCC agency leaves the CCC.

★ 11. Cost of CCC Services – Added: New language outlining that the Parties will hold work sessions in 2017 to discuss options for the replacement fund and issues related to the replacement fund.
Reason: To achieve better understanding and direction on the CCC Replacement fund.

★ 11. Cost of CCC Services – Added: New language outlining that the Parties will continue to negotiate in good faith during calendar year 2017 in an effort to reach an agreement that is acceptable to all parties.
Reason: To achieve a longer term agreement.

11. Cost of CCC Services – Change in Level of Service – Added: Language to better understand the intent of the section.
Reason: Clarification.
11. Annexation or Partial Merger – Added: Language to capture on-going process being used.
Reason: Clarification.
- 12(c) CCC Fund Accounting and Audit – Added: Language to make the section clearer.
Reason: Clarification.
- ★12(d) Annual True Up of Unexpended CCC Funds – Added: New language that outlines the process to return Unexpended CCC funds (not including Replacement Funds) to Parties based on their percentage of total payment based on a decision annually by the CCC Board.
Reason: To establish a process to return Unexpended CCC funds to Parties unless certain conditions exist: Amount is less than \$10,000, and/or Fund Balance (not including Replacement Funds) is needed to fund an operational reserve of 30% of current CCC Budget.
13. Administrative Fee – Removed: No longer utilize this process.
Reason: No longer applicable.
14. Payment to CCC Fund – Added/Removed: Language updating the billing process for CCC users.
Purpose: Clarification and adding flexibility to the billing process.
- 15(c) Run card – Added/Removed: Language to update wording.
Purpose: Clarification.
- 16 Cooperative Development Requirements – Added/Removed: Language updated to reflect the requirements of the CCC agencies.
Purpose: Clarification/ Update.
- ★ 17(a) Insurance – Added/Modified: Changed General Liability limit from \$1 million to \$1.5 million and added language regarding acceptable supplementary Umbrella insurance.
Purpose: Since the last agreement, the City's (who is self-insured) deductible (called "Self-Insured Retention Value" under this type of insurance scenario) has been elevated to \$1,500,000 from the \$1,000,000 it was previously. Thus, in order to have sufficient coverage to reach that large deductible value, the current General Liability Insurance coverage limits are placed at the \$1.5 MM.
- 17(b) Insurance – Added: Language "upon request" to specify when Users had to show proof of insurance.
Purpose: Clarification.
19. Disclosure of Records – Added: Language to include "Retention" of records and that the process for doing so would comply with State and Federal Public Records laws.
Purpose: Update section to stipulate compliance with State and Federal laws.

- ★ 20. Term – Added/Removed: Language to move from a 10 year term agreement, to an agreement that is automatically renewed year to year, with a formal review at least once every five (5) years.

Purpose: Many agreements have moved to a continuous model versus one with a defined term. This allows the avoidance of a formalized renewal having to be processed by all of the users, if the provisions of the agreement are acceptable and do not need to go through a formal process just because a term has expired.

- ★ 20. Opportunities – Added New Section: Language that allows the CCC to consider other organization structure opportunities that could be of benefit to the public and current Users. The section contains criteria that is to be considered and the CCC Board approval process.

Reason: Looking to the future.

- ★ 21(b) Termination by User – Modified/Added/Removed: Revised approach for “Members” to be able to terminate participation in the CCC. During 2017, in order to separate, User must give notice by June 30th. The terminating User will forfeit claim to any and all existing CCC Funds at the time of departure unless otherwise provided for in the agreement.

Reason: When the initial CCC agreement occurred, Users felt there needed to be a significant impact on other Users who might leave and place financial burden on those remaining in the CCC. Now that the CCC has been operational for 20 years and on a more solid foundation, the Section is being updated.

Termination by User/Member – Added: Language that clarified that if a Member leaves, they forfeit any and all rights to CCC Funds except unexpended operational funds as outlined in the agreement.

Reason: Clarify that leaving members only have rights to unexpended operational funds and no other CCC Funds.

26. Substantive Breach by the City –Removed: Reference to Section 4 because it was listed in error.

Reason: Correction of a mistake.

29. Modification of Agreement – Added/Removed: Language to make the section clearer.

Reason: Clarification.

Signature Pages – Removed: Valley Fire Department signature page since they are choosing to be a User versus a Member agency.

Reason: To align the signature pages of the agreement based on VFD decision.

Appendix A–Operational Concept for Centralized Fire Services Dispatch and Communications

Dispatch and Paging System – Added/Removed: Language to reflect changes in the system since the new CAD and Countywide radio system were put in place.

Reason: Clarification/ Update.

Primary Radio Channels/ Frequencies – Added/Removed: Language to reflect changes in the system since the new Countywide radio system was put in place. Section now includes Tactical channels as well.

Reason: Clarification/ Update.

Tactical Radio Channel/ Frequencies – Removed: Consolidated with section above.
Reason: Simplification of document.

Appendix B – Alarm Volumes of CCC Users for CY 2005

Modified: Updated the incident volumes for each agency to their 2015 numbers.
Reason: Necessary for costing formula.

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

02/06/2017

<u>Date Rec'd</u>	1/25/2017
<u>Clerk's File #</u>	OPR 2017-0075
<u>Renews #</u>	

<u>Submitting Dept</u>	PUBLIC DEFENDER	<u>Cross Ref #</u>	2016-0058
<u>Contact Name/Phone</u>	KATHY KNOX 835-5972	<u>Project #</u>	
<u>Contact E-Mail</u>	KKNOX@SPOKANECITY.ORG	<u>Bid #</u>	RFP 4293-16
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 17707
<u>Agenda Item Name</u>	0700 - PULVER INVESTIGATIONS		

Agenda Wording

Contract with Pulver Investigations, Post Falls Idaho, for investigative functions for Public Defender's office. Contract is not to exceed \$35,000, including taxes. Contract term is January 1, 2017 through December 31, 2017.

Summary (Background)

Public Defender's office is in need of investigative functions in the defense of cases for locating, interviewing and subpoenaing witness, photographing the incident scene, and testifying at pretrial, if necessary, on behalf of the defense. A competitive Request for Proposal sent to over 20 Firms/Plan-Holders resulted in receipt of two proposals. After evaluation, award of contract is recommended to both Pulver Investigations and Larry Tangen to ensure capacity and avoid Conflict of Interest.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 35,000.00	#	0700-14100-15930-54105-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KNOX, KATHY	<u>Study Session</u>	PSC 1/30/17
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Llok@spokaneciye.org	
<u>For the Mayor</u>	COTE, BRANDY	Dcoley@spokanecity.org	
<u>Additional Approvals</u>		korlob@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	pulverpi@hotmail.com	

City Clerk's No. 2017-0075
Cross Ref. 2015-0398



City of Spokane

PERSONAL SERVICES AGREEMENT

Title: **PULVER INVESTIGATION
SERVICES FOR CITY OF SPOKANE
PUBLIC DEFENDER'S OFFICE**

This Agreement is made and entered into by and between the City of Spokane as ("City"), a Washington municipal corporation, and **Pulver Investigations**, whose mailing address is 802 Lincoln Street, Post Falls, Idaho, 83854, as ("Consultant").

WHEREAS the City of Spokane Public Defender's office requires the services of a private investigator in the defense of its cases from time to time throughout the year;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on **January 1, 2017** and ends on **December 31, 2017**, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described below. In the event of a conflict or discrepancy in the Agreement documents, this City Consultant Agreement controls.

The Consultant shall provide the Public Defender's Office with Investigative Services to include, but not limited to the following:

- A. Consultation with attorney;
- B. Receive and review discovery;
- C. Interview witnesses;
- D. Physically inspect the scene of the incident and take photographs, as needed;
- E. Serve subpoenas;
- F. Obtain medical records;
- G. Serve as a witness at trial or hearing, if necessary;
- H. Locate witnesses; and
- I. Conduct records searches.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Consultant's services under this Agreement shall be a maximum amount not to exceed **THIRTY FIVE THOUSAND, and 00/100 DOLLARS (\$35,000.00)**, including taxes, payable at the billable/hourly rate of **SIXTY AND 00/100 Dollars (\$60.00)**, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane, Public Defender's Office, 824 North Monroe Street, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine

changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration.

The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

7. REIMBURSABLES

If reimbursables under this Agreement are to be included, they are considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Agreement provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Agreement.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (excluding the "Incidental" portion of the published CONUS Federal M&I Rate) for the city in which the work is performed. Receipts are not required as documentation. The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
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Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all Subconsultant invoices that are rebilled to the City are required.

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Consultant agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

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The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein

shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, and for its material breaches of this Agreement. It is not the intent of this Section to limit this understanding.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided

under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

11. AUDIT.

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

12. INDEPENDENT CONSULTANT.

The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due.

13. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

14. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole

discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

15. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Consultant for all work previously authorized and performed prior to the termination date.

16. STANDARD OF PERFORMANCE.

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

17. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents and files available to the City upon the City's request. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

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

18. ANTI KICK-BACK.

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

19. MISCELLANEOUS PROVISIONS.


- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

PULVER INVESTIGATIONS

By  _____
Signature Date


Type or Print Name


Title

CITY OF SPOKANE

By _____
Signature Date

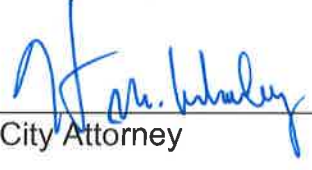
Type or Print Name

Title

Attest:

Approved as to form:

City Clerk



Assistant City Attorney

Attachments that are part of this Agreement:

Prior Contract dated December 9, 2015 (No. 15-321)

1100.123 A 3

BRIEFING PAPER FOR THE SPOKANE CITY COUNCIL
PUBLIC SAFETY COMMITTEE AGENDA, JANUARY 30, 2017

Action Requested by the City Council:

To approve contracts for Larry Tangen and Ted Pulver for investigator services for 2017. The City purchasing department sent out an RFP for these services, and the two investigators who have been doing the work for years submitted bids.

I attach copies of the contracts and RFP.

Background:

This position is essential to the Public Defender's Office as investigation is an integral part of the work of a defender. Often, the third party witness can testify at trial if a witness changes their story, etc.. Had the attorney been the one who listened to the statement of the out-of-court witness, the attorney could not testify in the trial.

The investigator can help determine the course of a case, as information provided to the defender can be used either to prepare for a jury trial or to know that negotiations with the City Prosecutor's office are a more appropriate resolution of the case. Use of an investigator as needed is part of the Standards for Public Defenders that were adopted by the Washington State Supreme Court.

The Public Defender's Office has been very satisfied with the work of the two investigators who meet with the attorney to form a plan of work, whether photographing or diagramming the scene, talking to witnesses, serving subpoenas, and relaying information back to the attorney.

Date on Council's Agenda:

We anticipate that this will be on the January 30, 2017 or February 6, 2017 agenda for initial consideration.

Kathy Knox
City Public Defender

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

02/06/2017

<u>Date Rec'd</u>	1/25/2017
<u>Clerk's File #</u>	OPR 2017-0076
<u>Renews #</u>	

<u>Submitting Dept</u>	PUBLIC DEFENDER	<u>Cross Ref #</u>	2015-1021
<u>Contact Name/Phone</u>	KATHY KNOX 835-5972	<u>Project #</u>	
<u>Contact E-Mail</u>	KKNOX@SPOKANECITY.ORG	<u>Bid #</u>	RFP 4293-16
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 17708
<u>Agenda Item Name</u>	0700 - TANGEN		

Agenda Wording

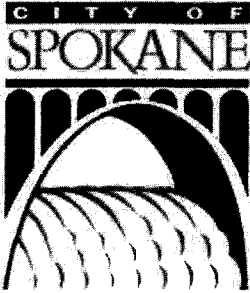
Contract with Larry Tangen - Private Investigator, Chattaroy WA, for investigative functions for Public Defender's office. Contract is not to exceed \$75,000, including taxes. Contract term is January 1, 2017 through December 31, 2017

Summary (Background)

Public Defender's office is in need of investigative functions in the defense of cases for locating, interviewing and subpoenaing witness, photographing the incident scene, and testifying at pretrial, if necessary, on behalf of the defense. A competitive Request for Proposal sent to over 20 Firms/Plan-Holders resulted in receipt of two proposals. After evaluation, award of contract is recommended to both Pulver Investigations and Larry Tangen to ensure capacity and avoid Conflict of Interest.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 75,000.00	#	0700-14100-15930-54105-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KNOX, KATHY	<u>Study Session</u>	PSC 1/30/17
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Llok@spokanecity.org	
<u>For the Mayor</u>	COTE, BRANDY	Dcoley@spokanecity.org	
<u>Additional Approvals</u>		Korlob@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	tangenls@aol.com	

City Clerk's No. 2017-0076



City of Spokane

PERSONAL SERVICES AGREEMENT

**Title: LARRY TANGEN INVESTIGATIVE
SERVICES FOR CITY OF SPOKANE
PUBLIC DEFENDER'S OFFICE**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Larry Tangen - Private Investigator**, whose mailing address is P.O. Box 113, Chattaroy, Washington, 99003, as ("Consultant").

WHEREAS the City of Spokane Public Defender's office requires the services of a private investigator in the defense of its cases from time to time throughout the year;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on **January 1, 2017** and ends on **December 31, 2017**, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described below. In the event of a conflict or discrepancy in the Agreement documents, this City Consultant Agreement controls.

The Consultant shall provide the Public Defender's Office with Investigative Services to include, but not limited to the following:

- A. Consultation with attorney;
- B. Receive and review discovery;
- C. Interview witnesses;
- D. Physically inspect the scene of the incident and take photographs, as needed;
- E. Serve subpoenas;
- F. Obtain medical records;
- G. Serve as a witness at trial or hearing, if necessary;
- H. Locate witnesses; and
- I. Conduct records searches.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Consultant's services under this Agreement shall be a maximum amount not to exceed **SEVENTY FIVE THOUSAND, and 00/100 DOLLARS (\$75,000.00)**, including taxes, payable at the billable/hourly rate of **SIXTY FIVE AND 00/100 Dollars (\$65.00)**, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane, Public Defender's Office, 824 North Monroe Street, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine

changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration.

The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

7. REIMBURSABLES

If reimbursables under this Agreement are to be included, they are considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Agreement provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
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The Consultant and its sub-consultants shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Consultant and its sub-consultants shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

12. INDEPENDENT CONSULTANT.

The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due.

13. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

14. ASSIGNMENT AND SUBCONTRACTING.

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

15. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Consultant for all work previously authorized and performed prior to the termination date.

16. STANDARD OF PERFORMANCE.

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

17. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents and files available to the City upon the City's request. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

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

18. ANTI KICK-BACK.

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

19. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agen-

cies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

LARRY TANGEN

By L. R. Tangen 1-12-17
Signature Date

LARRY R. TANGEN
Type or Print Name

INVESTIGATOR
Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Approved as to form:



Assistant City Attorney

Attachments that are part of this Agreement:

Prior Contract dated November 23, 2015 (No. 15-1016)

1100.178 A 3

BRIEFING PAPER FOR THE SPOKANE CITY COUNCIL
PUBLIC SAFETY COMMITTEE AGENDA, JANUARY 30, 2017

Action Requested by the City Council:

To approve contracts for Larry Tangen and Ted Pulver for investigator services for 2017. The City purchasing department sent out an RFP for these services, and the two investigators who have been doing the work for years submitted bids.

I attach copies of the contracts and RFP.

Background:

This position is essential to the Public Defender's Office as investigation is an integral part of the work of a defender. Often, the third party witness can testify at trial if a witness changes their story, etc.. Had the attorney been the one who listened to the statement of the out-of-court witness, the attorney could not testify in the trial.

The investigator can help determine the course of a case, as information provided to the defender can be used either to prepare for a jury trial or to know that negotiations with the City Prosecutor's office are a more appropriate resolution of the case. Use of an investigator as needed is part of the Standards for Public Defenders that were adopted by the Washington State Supreme Court.

The Public Defender's Office has been very satisfied with the work of the two investigators who meet with the attorney to form a plan of work, whether photographing or diagramming the scene, talking to witnesses, serving subpoenas, and relaying information back to the attorney.

Date on Council's Agenda:

We anticipate that this will be on the January 30, 2017 or February 6, 2017 agenda for initial consideration.

Kathy Knox
City Public Defender

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

02/06/2017

<u>Date Rec'd</u>	1/25/2017
<u>Clerk's File #</u>	OPR 2013-0296
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CHUCK 625-6524	<u>Project #</u>	
<u>Contact E-Mail</u>	CCONKLIN@SPOKANECITY.ORG	<u>Bid #</u>	RFP#3914-13
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 17706
<u>Agenda Item Name</u>	4490 - AMENDMENT AND EXTENSION TO CONTRACT FOR ANNUAL EMISSION		

Agenda Wording

Amendment and extension to contract with DEECO, Inc., Raleigh, NC for annual air emissions compliance testing for the WTE. The cost of the extension is \$93,920 with a 10% administrative reserve of \$9,392, for a total amount not to exceed \$103,312.

Summary (Background)

Annual emissions testing is required by the operating permits for the WTE. A request for proposals was issued on February 26, 2013. Three proposals were received. Based on a cost that was substantially less than the other proposals, and the history of excellent work that DEECO has performed in the past, they were selected as the best and lowest cost proposal, and a contract was executed.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 103,312.00	#	4490-44100-37148-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PWC 1/23/17
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	COTE, BRANDY	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	kkeck@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The previous extension was for April 1, 2016 through March 31, 2017, for the required 2016 testing. To comply with the permit, 2017 testing must be completed in the first quarter of 2017. This amendment will allow for the 2017 testing to be completed during the first quarter, plus extend the contract for the 4th and final year allowed under the original contract. The annual compliance testing will demonstrate the WTE's compliance with the Air Operating Permit emission limits (Chapter 401 Title V). It will also provide a 3rd party certification of the accuracy of the existing Continuous Emission Monitors as required by Federal regulations in 40CFR 60 Appendices B and F procedures.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
January 23, 2017

Subject

Amendment and extension to contract with DEECO, Inc., Raleigh, NC for annual compliance testing for the WTE. The cost of the extension is \$93,920 with a 10% administrative reserve of \$9,392, for a total amount not to exceed \$103,312.

Background

Annual emissions testing is required by the operating permits for the WTE. A request for proposals was issued on February 26, 2013. Three proposals were received. Based on a cost that was substantially less than the other proposals, and the history of excellent work that DEECO has performed in the past, they were selected as the best and lowest cost proposal, and a contract was executed.

The previous extension was for April 1, 2016 through March 31, 2017, for the required 2016 testing. To comply with the permit, 2017 testing must be completed in the first quarter of 2017. This amendment will allow for the 2017 testing to be completed during the first quarter, plus extend the contract for the 4th and final year allowed under the original contract.

Impact

The annual compliance testing will demonstrate the WTE's compliance with the Air Operating Permit emission limits (Chapter 401 Title V). It will also provide a 3rd party certification of the accuracy of the existing Continuous Emission Monitors as required by Federal regulations in 40CFR 60 Appendices B and F procedures.

Action

Recommend approval of this contract amendment and extension.

Funding

As a required annual expenditure, this testing is included in the 2017 Waste to Energy operations budget.



City of Spokane
CONTRACT EXTENSION # 4 of 4

THIS CONTRACT EXTENSION is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **DEECO, INC.**, whose address is 3404 Lake Woodard Road, Raleigh, North Carolina 27604, as ("Contractor").

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide the City with an **AIR EMISSION COMPLIANCE TEST PROGRAM AT THE WASTE TO ENERGY FACILITY**; and

WHEREAS, the original Contract allowed for four (4) additional one-year contract periods, subject to mutual agreement, as exercised this will be extension number four (4); and

WHEREAS, the parties would like to extend the original Contract;

-- Now, Therefore,

The parties agree as follows:

1. **CONTRACT DOCUMENTS**. The Contract dated April 29, 2013 and May 13, 2013, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EXTENSION**. The contract documents are hereby extended and shall run through December 31, 2017.
3. **COMPENSATION**. For the year 2017, the City shall pay the Contractor in accordance with the fee schedule outlined in the Contractor's March 12, 2013 response

to the City's proposal, not to exceed **ONE HUNDRED THREE THOUSAND THREE HUNDRED TWELVE AND NO/100 DOLLARS (\$103,312.00)**, any revised fee schedule shall be approved through a written contract amendment.

Dated: _____

CITY OF SPOKANE

By: _____

David A. Condon

Title: Mayor

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

DEECO, INC

E-Mail address, if available:

By: _____

Title: _____

17-008

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

02/06/2017

Date Rec'd

1/4/2017

Clerk's File #

RES 2017-0013

Renews #Submitting DeptNEIGHBORHOOD SERVICES & CODE
ENFORCEMENTCross Ref #Contact Name/Phone

KATHLEEN MYERS 509-625-6733

Project #Contact E-Mail

KMYERS@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

0550 TRAFFIC CALMING CYCLE 6

Agenda Wording

A resolution regarding approval of traffic calming projects from cycle six applications to be paid through the Traffic Calming Measures Fund.

Summary (Background)

This resolution lists the cycle six traffic calming projects that have been preliminarily approved by the Council Traffic Calming Subcommittee, for design, engineering and construction using funds from the Traffic Calming Measures Fund.

Fiscal ImpactBudget Account

Expense \$ 263,000

1380 various

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

TRAUTMAN, HEATHER

Study Session

PCED 11/16

Division Director

MALLAHAN, JONATHAN

OtherFinance

DOVAL, MATTHEW

Distribution ListLegal

DALTON, PAT

kmyers@spokanecity.org

For the Mayor

SANDERS, THERESA

htrautman@spokanecity.org

Additional Approvals

kpicanco@spokanecity.org

Purchasing

RESOLUTION 2017-0013

A resolution regarding approval of traffic calming projects from cycle six applications to be paid through the Traffic Calming Measures Fund.

WHEREAS, the City Council has adopted Resolution Nos. 2014-0032 and 2010-0001 regarding the allocation of funds generated from automated traffic safety cameras.

WHEREAS, the funds generated from automated traffic safety cameras are designed for neighborhood traffic calming projects which the neighborhoods themselves apply for; and

WHEREAS, neighborhoods have worked with city staff and council to finalize a list from cycle six applications submitted to the City of Spokane. Now, therefore –

BE IT RESOLVED that the list of approved traffic calming projects for cycle 6 are as follows:

District 1

- Mission/Napa – Install and extend (lengthen existing) raised island for increased safety. (2018 construction date).
- Hartson/Rebecca - High pedestrian usage. Install bumpouts, pedestrian crosswalk and signing across westerly leg of Hartson (2018 construction date, *School project funded by RES 2016-0098*).

District 2

- 10th/Madison – SW Corner - Install curb ramps all 4 corners and concrete bus stop pad at SW corner along 10th Ave. frontage (2018 construction date).
- Lewis & Clark High School – Install '20 when flashing' signs (constructed in 2016).
- 37th/Bernard - install ADA ramps and sidewalk infill (2018 construction date).
- 33rd – Alley east of Manito Blvd. - Install new sidewalk and driveway/ADA ramps as needed (2018 construction date, *School project funded by RES 2016-0098*).
- West Side of D St. – 19th – 21st – this project was partially funded (1/2). Install infill sidewalks and ADA ramps (2018 construction date).
- 17th between Cook and Regal – installing '20mph when flashing' signs at Franklin Elementary School. (2018 construction date, *School project funded by RES 2016-0098*).
- Grand/Manito Park – install speed feedback signs just south of 18th (for SB) and just north of 20th (for NB) (2018 construction date).

District 3

- Northeast Blvd at Audubon Park - Install crosswalks and signs along south side of NW Blvd., across Alice and Audubon (2018 construction date).
- Longfellow/Oak - that the intersection of Longfellow Avenue and Oak Street be redesigned with the island extending to the south side of Longfellow Ave (2018 construction date, *School project funded by RES 2016-0098*).
- Lacross Ave. – Wall to Normandy – partial funding (1/2) for installation of infill sidewalks (2018 construction date).
- Driscoll/Olympic - Install sidewalk and ADA ramps (2018 construction date, *School project funded by RES 2016-0098*).
- Maple & Ash near Nebraska install '20 when flashing' school sign (2016 construction date).

ADOPTED by the City Council _____ day of February 2017.

City Clerk

Approved as to Form:

Assistant City Attorney

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

02/06/2017

<u>Date Rec'd</u>	1/19/2017
<u>Clerk's File #</u>	RES 2017-0014
<u>Renews #</u>	

<u>Submitting Dept</u>	PLANNING	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	TIRRELL BLACK 625-6185	<u>Project #</u>	
<u>Contact E-Mail</u>	TBLACK@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0650 - LINCOLN HEIGHTS DISTRICT CENTER MASTER PLAN		

Agenda Wording

A Resolution recognizing the Lincoln Heights District Center Master Plan providing direction for district center-based improvement activities as well as priorities involving future projects.

Summary (Background)

The Lincoln Heights District Center Master Plan was completed in July 2016 and presented to stakeholders and community members at a Final Open House on August 23, 2016. The Lincoln Heights Neighborhood Council considered the LHDC Master Plan at their meeting on September 20, 2016 and continued consideration to November 15, 2016 meeting. The Neighborhood Council's motion on November 15, 2016 states: "We support moving forward with the Lincoln Heights District Center Master Plan, as submitted by

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEY, LISA	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	PED 1/23/17
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	<u>Engineering Admin</u>	
<u>For the Mayor</u>	COTE, BRANDY	tblack@spokanecity.org	
<u>Additional Approvals</u>		lkey@spokanecity.org	
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Studio Cascade, in order to start the studies that will develop the specifics of the Plan."

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION NO. 2017-0014

A RESOLUTION RECOGNIZING THE LINCOLN HEIGHTS DISTRICT CENTER MASTER PLAN PROVIDING DIRECTION FOR DISTRICT CENTER-BASED IMPROVEMENT ACTIVITIES, AS WELL AS PRIORITIES INVOLVING FUTURE PROJECTS.

WHEREAS, the City of Spokane Comprehensive Plan establishes the Lincoln Heights District Center as a “District Center”, an area identified as an existing vibrant commercial area with a significant amount of existing multifamily housing with potential for future growth and reinvestment; and,

WHEREAS, the Lincoln Heights District Center is located within the boundaries of the Lincoln Heights Neighborhood; and,

WHEREAS, the Spokane City Council allocated \$550,000 in neighborhood planning funds in 2007, which was divided among twenty-six neighborhoods that opted into the program; and,

WHEREAS, the Lincoln Heights neighborhood utilized the above planning funding by contributing its funds to the South Hill Coalition Connectivity and Livability Strategic Plan that was completed in June 2014; and,

WHEREAS, the South Hill Coalition Connectivity and Livability Strategic Plan recognized that the need for more specific planning in the Lincoln Heights District Center was essential for the South Hill in general; and,

WHEREAS, the Planning Department, in response to the South Hill Coalition Connectivity and Livability Strategic Plan and in preparation for Lincoln Heights District Center Planning secured the aid of a Technical Advisory Panel of the Urban Land Institute to study the Lincoln Heights District Center in June 2015; and,

WHEREAS, the Technical Advisory Panel of the Urban Land Institute visited the district in June 2015 and completed a report on the district in August 2015; and,

WHEREAS, the City of Spokane secured the services of Studio Cascade of Spokane (“the consultant”) for the purpose of further studying the area, and involving the property owners and public in creating the plan and preparing a master plan for the Lincoln Heights District Center; and,

WHEREAS, City Planning, hosted by the Neighborhood Council, held a an open house on September 30, 2015, for the purposes of collecting information from stakeholders and the public and developing the features of the plan; and,

WHEREAS, City Planning, hosted by the Neighborhood Council, held a studio workshop on November 4 and 5, 2015, for the purposes of collecting information from stakeholders and the public and developing the features of the plan; and

WHEREAS, the City briefed the Lincoln Heights Neighborhood Council at meeting on January 26, 2016 and presented the final draft plan at their meeting September 20, 2016; and

WHEREAS, the Lincoln Heights Neighborhood Council Chair briefed the City Council on the District Center planning at their Town Hall Meeting on March 21, 2016; and

WHEREAS, the consultant presented a draft plan to the neighborhood and the public on August 23, 2016 at an Open House style meeting; and,

WHEREAS, the plan documents the desires of the community for City decision-makers as they consider future funding and implementation measures for City plans and projects, in the vicinity of the Lincoln Heights District Center; and,

WHEREAS, the Neighborhood Council met on November 15, 2016 and voted to support the plan; and, --

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that the Lincoln Heights District Center Master Plan is recognized as a written record of the neighborhood's ongoing desire and effort to continue building a vibrant, healthy, active, safe, and connected Lincoln Heights District Center.

ADOPTED by the City Council this _____ day of _____, 2017.

City Clerk

Approved as to form:

Assistant City Attorney

CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS AND RECOMMENDATIONS
REGARDING THE LINCOLN HEIGHTS DISTRICT CENTER MASTER PLAN

A RECOMMENDATION OF THE City of Spokane Plan Commission to the City Council in the matter of a proposed district center plan, titled the Lincoln Heights District Center Master Plan which provides direction for district center-based improvement activities, as well as priorities involving future projects.

- A. The City of Spokane Comprehensive Plan establishes the Lincoln Heights District Center as a "District Center", an area identified as an existing vibrant commercial area with a significant amount of existing multifamily housing with potential for future growth and reinvestment; and,
- B. The Lincoln Heights District Center is located within the boundaries of the Lincoln Heights Neighborhood; and,
- C. The Spokane City Council allocated \$550,000 in neighborhood planning funds in 2007, which was divided among twenty-six neighborhoods that opted into the program; and,
- D. The Lincoln Heights neighborhood utilized the above planning funding by contributing its funds to the South Hill Coalition Connectivity and Livability Strategic Plan that was completed in June 2014; and,
- E. The South Hill Coalition Connectivity and Livability Strategic Plan recognized that the need for more specific planning in the Lincoln Heights District Center was essential for the South Hill in general; and,
- F. The Planning Department, in response to the South Hill Coalition Connectivity and Livability Strategic Plan and in preparation for Lincoln Heights District Center Planning secured the aid of a Technical Advisory Panel of the Urban Land Institute to study the Lincoln Heights District Center in June 2015; and,
- G. A Technical Advisory Panel of the Urban Land Institute visited the district in June 2015 and completed a report on the district in August 2015; and,
- H. The City of Spokane secured the services of Studio Cascade of Spokane ("the consultant") for the purpose of further studying the area, and involving the property owners and public in creating the plan and preparing a master plan for the Lincoln Heights District Center; and,
- I. City Planning, hosted by the Neighborhood Council, held a an open house on September 30, 2015, for the purposes of collecting information from stakeholders and the public and developing the features of the plan; and,
- J. City Planning, hosted by the Neighborhood Council, held a studio workshop on November 4 and 5, 2015, for the purposes of collecting information from stakeholders and the public and developing the features of the plan; and

- K. The City briefed the Lincoln Heights Neighborhood Council at meeting on January 26, 2016 and presented the final draft plan at their meeting September 20, 2016; and
- L. The Lincoln Heights Neighborhood Council Chair briefed the City Council on the District Center planning at their Town Hall Meeting on March 21, 2016; and
- M. the consultant presented a draft plan to the neighborhood and the public on August 23, 2016 at an Open House style meeting; and,
- N. The plan documents the desires of the community for City decision-makers as they consider future funding and implementation measures for City plans and projects, in the vicinity of the Lincoln Heights District Center; and,
- O. The Lincoln Heights Neighborhood Council met on November 15, 2016 and voted to support the plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that the Lincoln Heights District Center Master Plan is recognized as a written record of the neighborhood's ongoing desire and effort to continue building a vibrant, healthy, active, safe, and connected Lincoln Heights District Center.

CONCLUSION AND RECOMMENDATION:

In the matter of the Lincoln Heights District Center Master Plan, the Plan Commission recommends by a vote of 8 to the Spokane City Council NOT APPROVE / **APPROVE** the Resolution recognizing the plan as a record of the community's ongoing desire and effort to continue building a vibrant, healthy active, safe and connected district center for all residents.

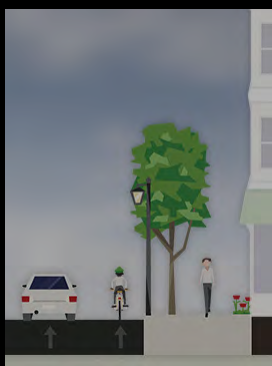
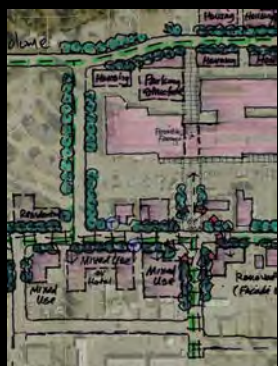


Dennis Dellwo, President
Spokane Plan Commission
January 11, 2017



Final Draft
July 2016

Lincoln Heights Neighborhood District Center Plan



A master plan for the **Lincoln Heights District Center**, City of Spokane

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Introduction

The Lincoln Heights district center is on the cusp of transformation. Though significant investments have been made in recent years, the type of retail that established the district center has moved steadily southward. Residential areas surrounding the center are largely built out, with infill and higher-density housing as remaining options. Fortunately, renewed regional growth, coupled with the demand for walkable neighborhoods, mixed-use housing, and places that emphasize local character present opportunities that the Lincoln Heights district center is well-suited to address.

Supported by City and neighborhood planning, this Lincoln Heights District Center Plan (LHDCP) was developed to help shape the district center's transformation - taking advantage of existing resources, encouraging reinvestment and creating a more vital district center.

Recommendations developed through the district center planning process focus largely on public-realm investments, taking advantage of the power of infrastructure and policy to re-shape the district. More immediate actions help improve pedestrian safety and walkability, and support a more diverse transportation mix. Improvements to public spaces are also called for, leveraging the power of parks and recreational facilities to create a more desirable, walkable center.

This plan presents a detailed vision for the Lincoln Heights District Center and strategies to achieve that vision, including the following:

- A conceptual sketch focused on the district center, showing how land uses and corridor conditions may evolve in response to the type of features envisioned (**Chapter 4, Figure 4.01**)

- A district-wide diagram, identifying key features and locations described in corresponding tables covering opportunity sites, streetscape types, and intersections and crossings (**Chapter 4, Figure 4.02, Tables 4.01-03**)
- An “actions” table, listing a wide range of implementing programs sorted by relative urgency, cost and benefit, and identifying actors likely to be involved in moving forward (**Chapter 5, Table 5.01**)

Other chapters describe existing and forecast conditions in the district, or detail past planning and the process used to complete this plan.

It is important to note that as a master plan, ideas presented are conceptual – and in many cases will require additional analysis and identification of funding sources. It will likely take many years to achieve, but the aims outlined in this plan are achievable - and for the Lincoln Heights area and the city as a whole – highly worthwhile.

Conditions Summary

Neighborhood

Suburban residential homes and apartments typify Lincoln Heights, with auto-oriented, strip-style shopping located along 29th Avenue between Southeast Boulevard and South Fiske Street. Multi-family housing, especially developments serving senior and retired residents, are found in many locations near and abutting 29th Avenue, as well as north of 25th Avenue including the Rockwood Retirement Community, which in 2016 expanded with a new residential tower. Demographics track these patterns, with some portions of the district seeing median ages between 76 and 85, and others hosting residents in their mid-20’s and 30’s. Income and educational levels are generally higher than other neighborhoods in Spokane. Lincoln Heights is home to two major parks: Lincoln Park, a more scenic and undeveloped area atop a mesa-like rise overlooking the district, and Thornton Murphy Park, a highly-developed park including the Southside Senior & Community Center. Though walkability is generally poor in the district today, block layouts, land use patterns and overall connectivity provides a solid basis for future improvements.

Streets & Transportation

The Lincoln Heights district features two major commuter corridors: 29th Avenue, an east-west corridor that fronts the district center, and Ray Street, which serves to carry traffic to and from the I-90 corridor along a north-south axis. The area also

includes roadways designated by the City as “Minor Arterials” including Southeast Boulevard and Regal Street and multiple “Local Access” streets. 29th Avenue is currently configured with a four-lane cross section, which exhibits functional issues - typified by turning-movement difficulties for drivers accessing businesses or local streets. The higher speeds and multiple travel lanes along 29th Avenue and Ray Street make pedestrian crossings difficult and hazardous. Sidewalks along 29th Avenue and Ray Street are present, but narrow widths and tight proximity to fast-moving cars and trucks make walking along these corridors unpleasant. Spokane Transit Authority (STA) serves the area with routes that connect at a Park & Ride facility in the study area. STA envisions the creation of a High Performance Transit Network line (HPTN) to serve Lincoln Heights, to be routed along 29th Avenue to Regal Street southward. This latter feature is likely to prove an important component in its ongoing transformation.

Policy Environment

The City of Spokane Comprehensive Plan designates the Lincoln Heights District Center as an area where focused, more intensive land uses including commercial, retail, mixed-use and higher density housing are desired. Regulations support up to 44 dwelling units per acre in the core area of the center, and taller buildings up to five stories, depending on site-specific zoning. The most prominent zoning in the study area is “CC2-DC” (Center and Corridor Type 2, District Center) with smaller sections zoned “RMF” (Residential Multi-Family) and “O-35” (Office 35). In addition to the comprehensive plan, the 2014 South Hill Coalition Connectivity and Livability Strategic Plan supports the growth of the District Center as an important, walkable, diverse place, with improved vehicular circulation, pedestrian and bicycle crossings, and aesthetic conditions along 29th Avenue. That plan also envisions the transformation of 27th Avenue north of the Lincoln Heights Shopping Center into a “Greenway.”

Economic Forecast

A number of factors point to favorable conditions for growth and redevelopment in Lincoln Heights, including:

- Relatively higher household incomes
- High educational attainment
- Recent growth and investment (including Trader Joe’s and the Rockwood Retirement Community tower)
- High traffic volumes (creating high visibility)
- Surrounding residential neighborhoods
- Proximity to two significant parks
- Proximity to downtown and medical employment centers

- Frequent transit service.

These attributes help signal to market-rate developers that Lincoln Heights is an area that's economically vibrant and likely to generate additional demand. Further, the type of housing and retail investment described in this plan track closely to general trends forecast by the Urban Land Institute (ULI) and ESRI Business Analyst services.^{1 2}

District Plan Goals

A wide range of goals and objectives - expressed in existing plans described above - were referenced during the formation of this plan. Additional goals, reflecting neighborhood and district-specific ideals and expectations, are listed below:

Goal 1: Character

Reinvestment should respect the district's existing character, occurring incrementally and at a scale that both encourages diversity in land use and intimacy in street-level detail, while also respecting the neighborhood's ability to absorb higher development intensity.

Goal 2: Development

New residential development should introduce more housing directly into the district center, supporting an increasingly wide range of prosperous, interesting retail shops, employment and professional offices to serve the Lincoln Heights neighborhood and the entire South Hill.

Goal 3: Transportation

The transportation network serving the Lincoln Heights District Center should evolve to become truly multi-modal, serving safely, effectively and conveniently the needs of transit, pedestrians, cyclists, autos, and freight.

¹ The Urban Land Institute (ULI), is a nonprofit research and education organization with offices in Washington, D.C., Hong Kong, and London. The organization publishes research findings on a wide range of land use topics, and leads programs designed to support the creation of active, sustainable communities. A ULI Technical Advisory Panel (TAP), part of that organization's Advisory Services program, led Phase 1 of this plan's development.

² ESRI (<http://www.esri.com/>) develops and publishes ARC GIS (Geographic Information System) software. The corporation also provides business applications for tracking and analyzing geographic and demographic data. Additional economic forecast information is provided in **Appendix A**.

Goal 4: Function

The Lincoln Heights District Center should evolve into a multi-faceted urban place as envisioned in the comprehensive plan, developing a unique and compelling identity that builds on its own momentum and establishing the center as one of Spokane's premier examples of a fulfilling and attractive urban life.

Goal 5: Interaction

More than today, the Lincoln Heights District Center should be a place seen as the "heart" of the neighborhood, where features and activities support community interaction - including shopping, dining, nearby parks and trails, the senior center, plaza areas, walkable streets, recreational, learning and meeting facilities.

Preferred Scenario

This plan, through its public process, developed and evaluated three schematic approaches to growth. The approach ("scenario") that emerged as a preferred option is essentially a hybrid of two approaches considered. This scenario establishes easy improvements that tackle issues of greatest concern and help create district momentum. These align with longer-term, more transformative strategies for the district that create an environment characterized by:

- Busier sidewalks



Figure 1.01 – Participants took part in multi-day workshops during development of this plan. Chapter 3 outlines the public involvement process.

- Shops that cater to folks who walk, bike or take the bus there
- An increased number of housing units nearby
- Less space devoted to surface parking lots
- An increased number of buildings that front the 29th Avenue corridor
- Greatly improved walkability and neighborhood connectivity
- A transformed 27th Avenue, with fronting mixed-use buildings and strong ties to Thornton Murphy Park
- A transformed 29th Avenue, with a 3-lane section (travel lanes and center turn lane/median) in the heart of the district
- A strong sense of district identity and “arrival”
- A general feeling of activity, excitement and neighborhood pride.

Key Strategies

As described earlier, this plan is designed to conceptualize an ambitious, long-term vision for Lincoln Heights, identifying a number of shorter-term efforts to catalyze growth. The following summarizes many of the initial, “first steps” efforts described in Chapter 5 – steps which are considered critical to implementing this plan:

- This plan recommends the creation of a merchant’s association, district advocacy group or similar entity to work with the neighborhood and the City on implementation. Many of this plan’s short-term measures are ideally suited for implementation by such an organization ³
- Recommends reclassifying 27th Avenue to “Collector”, opening the door to new funding opportunities for greenway improvements described in Chapter 4
- Suggests performing a 29th Avenue corridor study to identify and design enhancements that improve the pedestrian realm, accommodate STA’s HPTN service and improve multimodal safety and comfort. This study should include design treatments of the Regal Street/29th Avenue intersection, and the location and design of features outlined in Chapter 4 of this plan
- Encourages performing a design study to identify improvements along 27th Avenue that activate Thornton

³ The South Hill Coalition Connectivity & Livability Strategic Plan recommends the creation of a merchants association covering the entire South Hill area.

Murphy Park and the north side of Lincoln Heights Shopping Center, creating a true “back yard” activity area for the neighborhood. This effort could happen concurrently with a new master plan for Thornton Murphy Park

- Included in the proposed 29th Avenue study, there should be consideration for the installation of improved pedestrian crossings at key locations, including flashing beacon crossings (RRFB/HAWKS) or median crossings
- Recommends the development of a district-wide parking strategy
- Suggests the identification of opportunity sites for in-district mixed-use housing, whether on undeveloped land or added to existing structures, possibly coupled with application of the City’s Multifamily Tax Exemption (MFTE) program.

Although study-related recommendations are listed separately in Chapter 5, it may be advantageous to combine them – the 27th Avenue work and planning for Thornton Murphy Park, for instance, or those two activities combined with work to design 29th Avenue as well. Because this plan provides a design outline for those areas, it may be used to scope such detailed studies, or aid in estimating project costs for long-range planning.

The Future

Circumstances will continue to change as the district and city evolve, and this plan will require modifications and refinements to be kept up-to-date and current. Some of its proposals may be found unworkable - and new issues and solutions will continue to emerge. Needed refinements and changes should be carefully noted and thoroughly considered as part of a regular review cycle and future updates. As change occurs, the neighborhood’s vision should remain the central theme.

The Lincoln Heights District Center faces many challenges, but enjoys many assets and conditions - offering tremendous potential for it to become one of Spokane’s most desirable, best-loved and valued district centers.



Lincoln Heights Neighborhood

Location & History

Lincoln Heights was annexed into the City of Spokane in 1907 and platted in 1909. The neighborhood is located in southeast Spokane, bounded by Southeast Boulevard and Perry Street to the west, Havana Street to the east, 37th Avenue to the south, and 14th, S. Napa Street and 11th to the north (see **Figure 2.01**). Lincoln Heights is bordered by East Central, Rockwood, Comstock and Southgate neighborhoods, as well as the City of Spokane Valley to the east.

In the early 1900s, developers described Lincoln Heights as Spokane's "next big residential area," but most viewed it as being too far away from the city, and so it remained a largely agricultural area until the 1920s and 30s, when people slowly started to move in. Post-war growth, including suburban densities and automobile-oriented street networks, was responsible for the area's largest wave of development.

Today, the Lincoln Heights neighborhood is typified by suburban residential homes and apartments and auto-oriented, strip-style shopping located along 29th Avenue between Southeast Boulevard and South Fiske Street. Though the Lincoln Heights Shopping Center and surrounding retail dates from the 1950s, many neighborhood homes, apartments and commercial developments were built in the 1970s and 1980s.¹ Multi-family housing, especially developments serving senior and retired residents, are found in many locations near and abutting 29th Avenue, as well as north of 25th Avenue including the Rockwood Retirement Community, which recently expanded into a new residential tower. The rest of the neighborhood is dominated by single-family homes.

¹ The Lincoln Heights Shopping Center was constructed in 1954, expanded in 1979, and recently renovated in 2014.

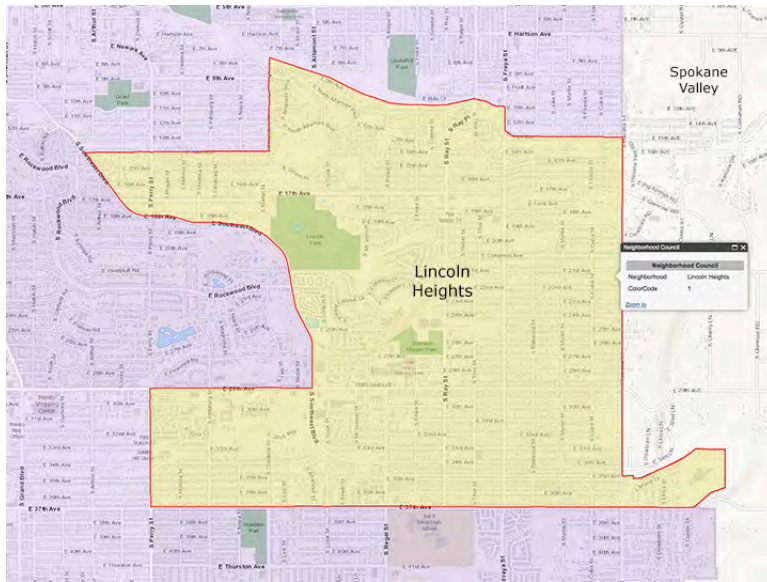


Figure 2.01 – Lincoln Heights Neighborhood Council boundary. (City of Spokane)

The population within a one-mile radius of the S. Regal Street and E. 29th Avenue intersection is approximately 14,000 persons, distributed among 6,300 households. The median household income within that same radius is roughly \$48,000 - somewhat higher than the City-wide median income at just over \$43,000. Median ages vary based on location, with some areas in Lincoln Heights calculated as between 76 and 85 due to senior housing such as the Rockwood community. Other areas (with fewer senior housing units) have median ages in the mid 20s and 30s.

The neighborhood is home to two major parks: Lincoln Park and Thornton Murphy Park, the latter of which borders this plan's study area.² Lincoln Park, designated a "Community Park" by the department, is situated atop a geographic rise defined to the south and east by steep slopes - creating a mesa-like appearance from the study area. Native vegetation and landscape features typify Lincoln Park, including extensive basalt outcrops and a small natural pond at the center of the park.³ Thornton Murphy Park, located at the southern base of these slopes and bordering both Ray Street and 27th Avenue, is developed as a more active park environment. Thornton Murphy, designated as a "Neighborhood Park", features two baseball diamonds, basketball courts, a splash pad and playground equipment. Though it borders a natural slope, the eight-acre park is considered developed, and includes 25 parking stalls. Thornton Murphy is home to the Southside Senior & Community Center, a popular facility open to all residents. Two large circular reservoirs, also City properties, are situated just outside the northeast corner of Thornton Murphy.

Planning History

Early plans prepared in 1990 and 1994 provided varying degrees of focus on the area around East 29th Avenue and S. Regal Street.

² Figure 4.02 identifies this plan's "study area," indicating the approximate geographic limits and focus of improvements associated with the district center. This plan also recognizes the real and valuable dynamic between uses just outside the study area and those within it, such as the Rockwood Retirement Community and the Sonneland / Quail Run development.

³ Of Lincoln Park's 51.3 acres, 46.7 acres are left undeveloped.

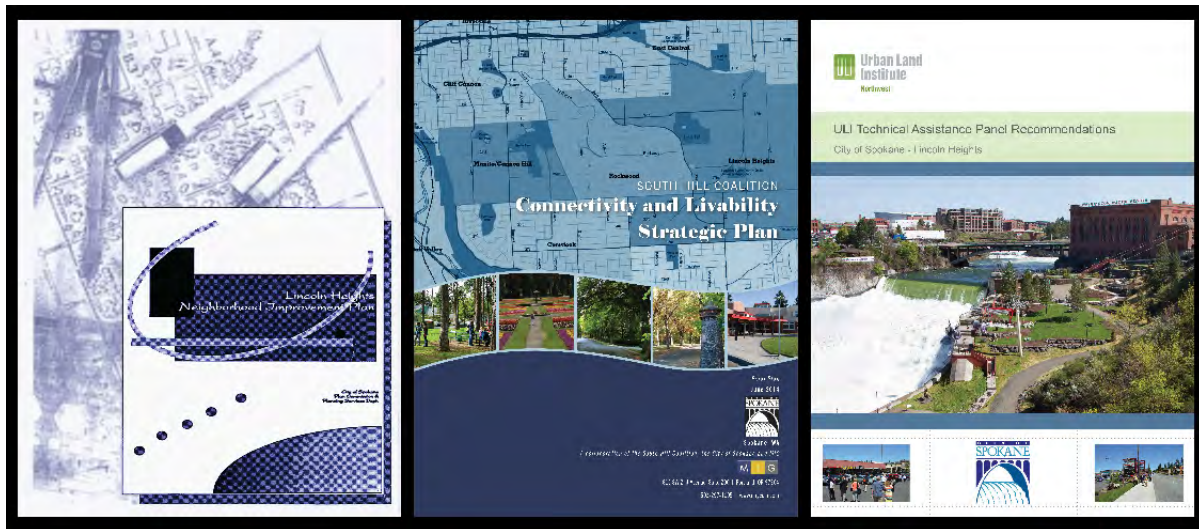


Figure 2.02 – In addition to the City’s Comprehensive Plan, this District Center plan draws from concepts promoted in the (left to right) 1994 Neighborhood Improvement Plan, the 2014 South Hill Coalition Plan, and the 2015 ULI Report, considered Phase I of the District Plan process. (City of Spokane)

These and more recent work, prepared by the South Hill Coalition, are summarized below.

Early Plans

In 1990, the *Lincoln Heights Neighborhood-Specific Plan* was adopted, denoting areas along 29th Avenue as “Community Business” with surrounding areas designated for medium-density residential and office uses.

In 1994, the *Lincoln Heights Neighborhood Improvement Plan* was created and adopted. This plan has since been largely implemented, including improvements such as crosswalks on 29th Avenue and enhancements to Thornton-Murphy Park.

South Hill Coalition Plan

In 2012, five neighborhoods in south Spokane came together to create a 20-year plan for much of the South Hill. That document, entitled “The South Hill Coalition Connectivity and Livability Strategic Plan” (SHCP) was completed in June 2014. The coalition plan envisions several overarching categories of improvements including connectivity, streets, safety, identity, and education. Each of the plan’s categorical recommendations were assigned priority rankings, and where possible, identified on a map where such recommendations apply.

Within the district study area, the coalition plan suggests several “higher priority” projects. These include:

- A “greenway” (bike and pedestrian thoroughfare) running through Lincoln Park to Southeast

Boulevard, then to 27th Avenue to Thornton Murphy Park

- “Arterial Streetscape Improvements” along Southwest Boulevard from Rockwood Boulevard to 29th Avenue, then east to Fiske Street, seeking to improve vehicular circulation, pedestrian and bicycle crossings, and aesthetics

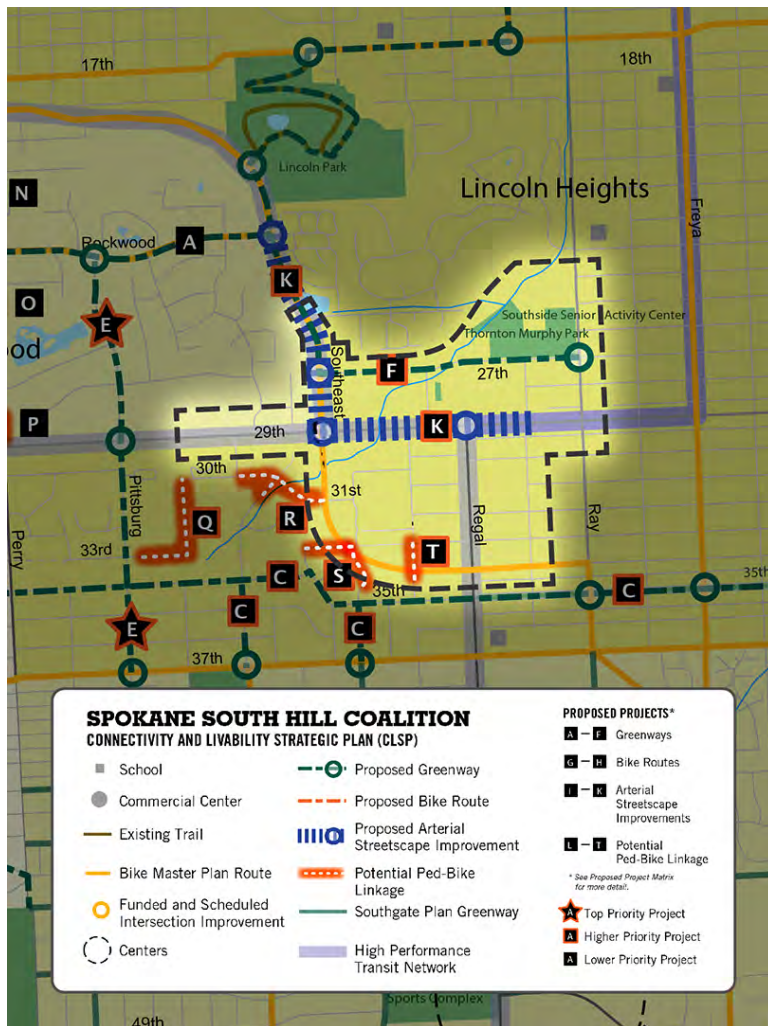


Figure 2.03 – SHCP map enlargement, showing proposed projects in and near this plan’s study area (City of Spokane)

- Three potential “Ped-Bike Linkages” connecting areas to the south and west of the study area to S. Southeast Boulevard (near the STA Park & Ride)

- A greenway/bike and pedestrian thoroughfare (just south of the study area) running east/west along 35th Avenue.

Figure 2.03 provides an enlarged view of the proposed project map from the SHCP, with this plan’s study area as an overlay. This plan’s feature recommendations are coordinated with those provided in the SHCP, as relevant to the study area.

STA Plans

To further improve transit service, Spokane Transit Authority (STA) envisions the creation of a High Performance Transit Line (HPT) along Monroe and Regal streets. Labeled a “Green Line” service type, it prescribes lower speeds but higher access, including a frequency rate of six to 15

minutes. The HPT network is envisioned to support short trips, and provide quick, easy access to other service types. HPT lines are also designed to include expanded hours, improved efficiency and travel times, more distinctive/localized stops, and more passenger amenities. STA’s HPT line is envisioned to track 29th Avenue from Monroe Street to Regal Street, proceeding southward along Regal with a significant HPT stop near that intersection.

Other Reports & Plans

Additional relevant and current planning for the study area, including the City of Spokane's land use, zoning, and transportation network plans, are described below under Policy & Zoning Conditions. The first of the two-phase effort producing this plan is described in Chapter 3, Planning Process.

Policy & Zoning Conditions

Policy Environment

The City of Spokane Comprehensive Plan designates 21 "Center" and "Corridor" areas where focused growth is desired. Such designations are central to the City's overall growth strategy, effectively focusing higher-intensity, mixed land uses including commercial, retail and urban-oriented housing within areas suitable for such development. This strategy works to create walkable, vibrant neighborhood or district centers and corridors - supported by and connected to the citywide transportation network. In the case of Lincoln Heights, the comprehensive plan designates 29th Avenue between S. Martin Street and S. Fiske Street as a "District Center."⁴ This designation provides for higher-density housing (up to 44 dwelling units per acre in the core area of the center) and taller buildings (up to five stories). District Centers also provide for a pedestrian-friendly circulation system supporting access between surrounding residential areas and the district center (LU 3.2). Implementing policies include using incentives and other development requirements to bring about the desired infill development, redevelopment, and new development (LU 3.1).

Land Use designations in the study area are predominantly "General Commercial", followed by "Residential 15-30" and "Office" designations. An area south and west of the 29th Avenue/S. Southeast Boulevard intersection is designated as "CC Core" (see **Figure 2.04**).

Zoning Environment

Regulations have been adopted by the City to implement the comprehensive plan's center and corridor goals. These regulations, gathered under Chapter 17C.122 Center and Corridor Zones, requires new development and redevelopment that promotes a "...relatively cohesive development pattern with a mix of uses, higher density housing, buildings oriented to the street, screened

⁴ The District Center designation was assigned to this area as part of the City's 2001 Comprehensive Plan.

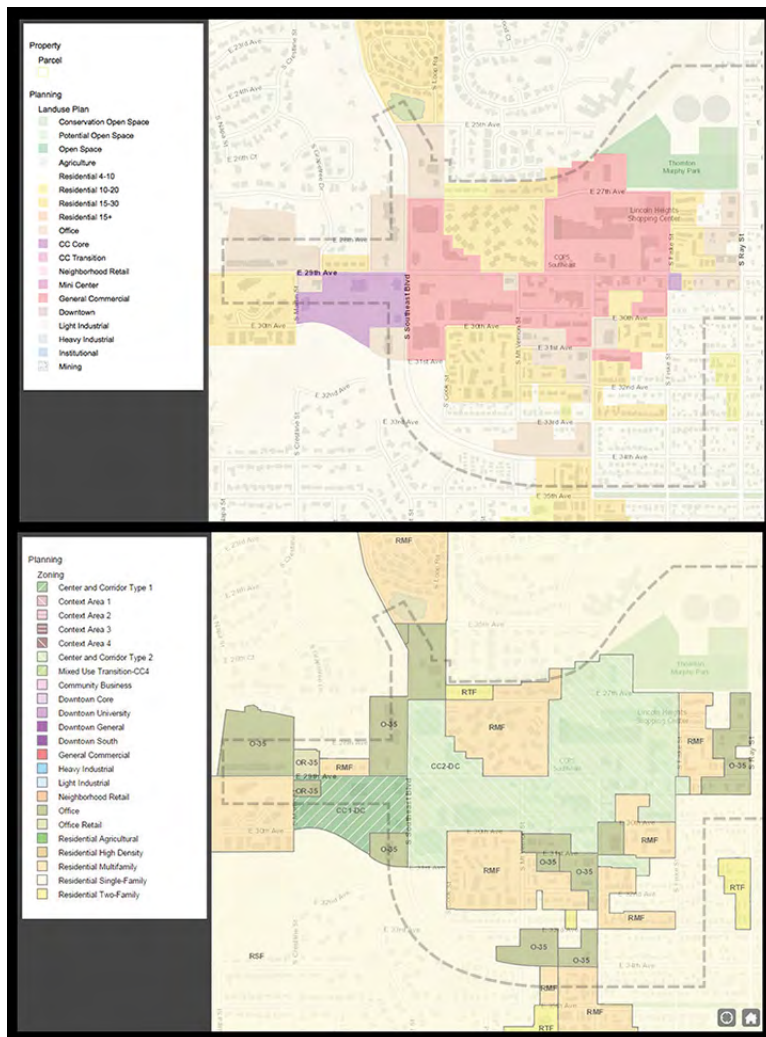


Figure 2.04 – Land Use (upper) and Zoning map (lower) for Lincoln Heights. The dashed line indicates the District Center study area. (City of Spokane)

parking areas behind buildings, alternative modes of transportation with a safe pedestrian environment, quality design, smaller blocks, and relatively narrow streets with on-street parking.” Center zoning designations include incentives allowing for development of a higher floor area ratio (FAR) in exchange for greater public amenities as development and redevelopment happens.

Center and Corridor zoning was applied to the Lincoln Heights center over previous commercial zoning. As new development occurs, it is held to the newer Center and Corridor zoning requirements. As shown in **Figure 2.04**, the most prominent zoning in the study area is “CC2-DC” (Center and Corridor Type 2, District Center) with other sections zoned “RMF” (Residential Multi-Family), “RSF” (Residential Single-Family) and “O-35” (Office 35). “CC1-DC” (Center and Corridor Type 1, District Center) exists south and west of the 29th Avenue/S. Southeast Boulevard intersection, and small “RTF” (Residential

Two-Family) areas are designated along 27th Avenue and near 33rd Avenue and Regal Street. See **Table 2.01** for descriptor text regarding all zoning categories in the study area.

Use & Design Conditions

A variety of medical offices including dentists, physicians, physical therapists, opticians, and veterinarians are located within the district center area. The center is also home to national chain businesses such as Starbucks, Wells Fargo, Les Schwab, McDonalds, and Goodwill. Local offerings include restaurants, hardware, hair salons, and a bowling alley. Perhaps most significantly, the Lincoln Heights Shopping Center (within the District Center) includes national specialty food chain Trader Joe’s, which opened in 2011. The popularity and ability of Trader Joe’s to

attract other national chains and higher-profile tenants has since spurred owners to update and improve many of the façades and exterior treatments of the shopping center, even adding one new building fronting 29th Avenue.

Table 2.01 – Area Land Use and Associated Zoning

Designation	Zone	Description
Residential Single Family	RSF	<i>The RSF zone is a low-density single-family residential zone. It allows a minimum of four and a maximum of ten dwelling units per acre. One- and two-story buildings characterize the allowed housing. The major type of new development will be attached and detached single-family residences. The RSF zone is applied to areas that are designated residential 4-10 on the land use plan map of the comprehensive plan.</i>
Residential Multi-Family	RMF	<i>The RMF is a medium-density residential zone. Allowed housing is characterized by one to four story structures and a higher percentage of building coverage than in the RTF zone. The major types of development will include attached and detached single-family residential, condominiums, apartments, duplexes, townhouses, and row houses. The minimum and maximum densities are fifteen and thirty units per acre.</i>
Residential Two-Family	RTF	<i>The RTF zone is a low-density residential zone. It allows a minimum of ten and a maximum of twenty dwelling units per acre. Allowed housing is characterized by one and two story buildings but at a slightly larger amount of building coverage than the RSF zone. The major type of new development will be duplexes, townhouses, row houses, and attached and detached single-family residences. The RTF zone is applied to areas that are designated residential 10-20 on the land use plan map of the comprehensive plan. Generally, the RTF zone is applied to areas in which the predominant form of development is trending toward duplexes rather than single-family residences.</i>
Office	O-35	<i>The office zoning category is located in areas designated office on the land use plan map of the comprehensive plan. The office (O) zone is used on small sites in or near residential areas or between residential and commercial areas. It is intended to be a low intensity office zone that allows for small-scale offices in or adjacent to residential neighborhoods. The allowed uses are intended to serve nearby neighborhoods and/or have few detrimental impacts on the neighborhood. Development is intended to be of a scale and character similar to nearby residential development to promote compatibility with the surrounding area</i>
Centers and Corridors 1	CC1-DC	<i>The Type 1 center and corridor zone promotes the greatest pedestrian orientation of the center and corridor zones. To accomplish this, some limitations are placed on auto-oriented activities and some types and the allowable size of some uses are controlled.</i>
Centers and Corridors 2	CC2-DC	<i>The Type 2 center and corridor zone promotes new development and redevelopment that is pedestrian oriented while accommodating the automobile. Incentives allowing a higher floor area ratio in exchange for the provision of greater public amenities as land is developed and redeveloped are encouraged in these areas.</i>

Many multi-family units exist in and near the study area, most notably the Rockwood Retirement Communities towers overlooking the shopping center; the Rockcliff Apartments north of 25th Avenue and abutting Lincoln Park; the Lincoln Heights Garden Terrace units immediately west of the shopping center; and the Coventry Estates and Mt. Vernon Terrace housing units fronting Mt. Vernon

Street and N. 30th Avenue. Several other large, retirement and senior living housing facilities or apartment complexes exist just west of the study area along 29th Avenue. Taken together, these units represent a significant base of residents within walking distance of the district center.

Land within the study area is generally built out, but with the City's CC designations and patterns applied, numerous opportunities for development exist. Such opportunities include infill supplanting surface parking lots or drive-through lanes; redevelopment and replacement of under-performing or older buildings and lots; and intensification of existing uses, including adding stories or creating mixed-use projects that might include residential over commercial development. These new buildings could frame and activate important intersections, and capture otherwise un-developed or underdeveloped properties in the area.

A fire in March 2016 destroyed a majority of the strip center at the intersection of 29th and Regal. This opens opportunities to redevelop, constructing buildings closer to 29th Avenue - helping frame and activate the 29th and Regal intersection and incorporating a stop for STA's High-Performance Transit Network (HPTN).

Currently, very few buildings in the study area address the street,⁵ with most being set back from 29th Avenue to accommodate previous off-street surface parking requirements. A small section of the study area, referred to in this plan as the "Miller Block", includes older buildings arranged to address 29th Avenue. Parking generally located behind or in-between buildings service these, including Miller Hardware, Thai Bamboo restaurant, a hair salon and two fast-food outlets. An existing alley running parallel to 29th Avenue aids access to this parking. Most of the study area does not include alleys, and features a double-width block pattern running east to west. The double-width block pattern tends to reduce connectivity and walkability in the district.

Transportation Conditions

Vehicular Travel

Three major commuter corridors – 29th Avenue, Ray Street and S. Southeast Boulevard - flank the Lincoln Heights district center. The area also includes streets classified by the City as "Minor Arterials" including Southeast Boulevard and Regal Street and multiple "Local Access" streets (see **Figure 2.05**).

⁵ Buildings that are built to or are in close proximity to the public right-of-way, are designed for access from and exhibit primary use activities to the right of way are said to "address the street."

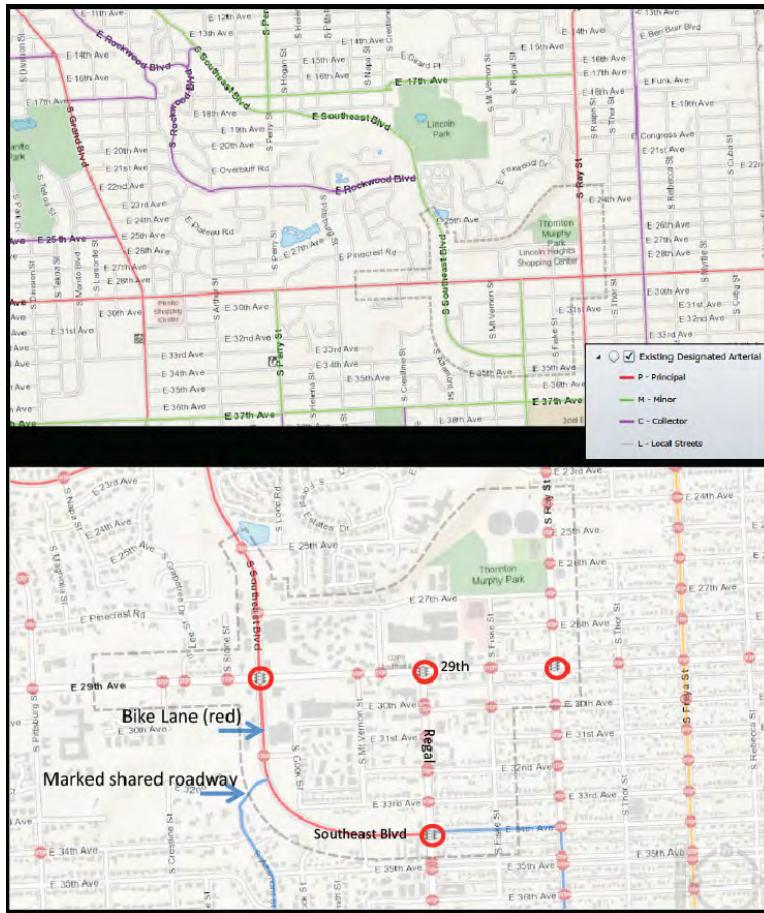


Figure 2.05 – City of Spokane arterial network, including Principal, Minor, Collector and Local Streets (upper) and locations of existing signalized intersections (lower). Dashed lines indicate the District Center study area. (City of Spokane)

City street classifications indicate the number of lanes, purpose, speed, range and the role of each street serving local and citywide mobility. Principal Arterials are considered important routes for vehicles, transit and freight, and any recommended changes for such arterials must work to maintain reasonable operations and safety.⁶ Minor Arterials, while not expected to carry high volumes, are also critical to the city's street network.

Signalized intersections in the district now exist at Southeast Boulevard and 29th Avenue; Regal Street and 29th Avenue; Ray Street and 29th Avenue, and Southeast Boulevard and 34th Avenue (see **Figure 2.05**).

The City also identifies streets by age of pavement, ranging from "Tier 1" (0-3 years); "Tier 2" (3-5 years); "Tier 3" (5-12 years) and "Tier 4" (over 12 years). Nearly all streets in the study area are designated as Tier 4 streets, with S. Southeast Boulevard north of 29th Avenue and 29th Avenue

through the district as Tier 3 streets.

Traffic volumes on 29th Avenue are currently 16,600-17,900 vehicles per day. City travel models indicate modest future travel growth, adding no more than 1,200 additional vehicles per day (roughly 120 peak-hour vehicles) by 2035.

Configured with a four-lane cross-section, 29th Avenue exhibits functional issues within the district center. These issues are typified by turning movements as drivers attempt to access businesses or local streets, leading to:

- Blocked traffic and congestion
- Compromised safety
- An overall sense of driver and pedestrian discomfort.

⁶ Trucks and tractor-trailer combos traveling south on Ray Street must turn onto 29th Avenue to follow their designated truck route.

Aligned with concepts presented in Chapter 4, it is noted here that 27th Avenue is a relatively wide, underutilized street with potential to address some of the east-west loads now concentrated on 29th Avenue. Use patterns much like Collectors are currently seen on 27th Avenue, even though it is designated as a local street.⁷

Pedestrian & Non-Motorized Travel

As indicated above, four signalized intersections now exist in the study area. These intersections serve as the only “controlled” locations where pedestrians or cyclists can cross with relative safety. Though three of these four signals are located along 29th Avenue, the distance between signals makes a pedestrian uncomfortable when choosing to cross at unmarked or un-signalized intersections between them.

Sidewalks are provided in most of the study area, but are missing in several key locations. Most notably, none are provided along the western and northern edges of the Lincoln Heights Shopping Center, along 27th Avenue east of Fiske Street, or along the northern edge of 27th Avenue west of Mt. Vernon Street. Nearly all sidewalks in the area are of minimal width and abut the street directly (do not feature buffer space between the sidewalk and the curb), creating uncomfortable conditions for pedestrians, especially along 29th Avenue where fast-moving cars and trucks stream past, seemingly just inches from sidewalks. Access to and from areas north of 27th is greatly impeded by topography, though a gated, unpaved trail from the Rockwood Retirement Community does help connect that area to the District Center.⁸ Connectivity to neighborhoods west of Southeast Boulevard is also limited by street layout and, to some extent, topography.

Streets in the area are generally laid out in a north-south grid pattern and in that regard, are well connected for auto access. But block sizes are typically double-width or larger, with most forming two-block by one-block rectangles that impede walkability by forcing pedestrians to travel much further east or west to access north/south destinations.

Lighting in the study area was not formerly inventoried, but street lighting generally exists along major arterials and at many intersections. Lighting is generally not present along local access streets. Existing fixtures are of the large “cobra head” type, extending over streets or parking lots. No pedestrian-scaled lighting is known to exist in the study area.

⁷ Streets classified as “Collector” or higher are eligible for federal funding. Re-designating 27th as a Collector Arterial would improve funding options.

⁸ Use of this trail is currently limited to residents of Rockwood Retirement Community.

A designated bike lane exists along S. Southeast Boulevard to the intersection with Regal Street, where it transitions to a marked shared roadway along 34th from Regal Street to Ray Street. City maps show a marked shared roadway connecting Altamont Street to S. Southeast Boulevard near the existing STA Park & Ride facility.

Transit Travel

Historically, the City of Spokane was serviced by streetcar lines including the Lincoln Heights area.⁹ Currently, STA bus Route 44 - a designated "Frequent Route" - provides main transit service to the area. Following 29th Avenue, Route 44 provides scheduled 15-minute service cycles during the weekday, changing to 60-minute cycles on nights and weekends. It provides frequent connections to downtown, to 29th and Regal Street, and to Spokane Community College. At the South Hill Park and Ride (within the study area), Route 44 becomes Route 34. Two designated "Basic Routes" also transit the area, but are more focused on serving the South Hill Park and Ride. Those routes, Nos. 43 and 45, provide 30 to 60-minute cycles seven days a week during the daytime. Four of the bus stops in the study area average 25 or more weekday boardings.¹⁰ As noted earlier, STA envisions the creation of a High Performance Transit Line along Monroe, Grand Boulevard, 29th Avenue and Regal streets.

Service Conditions

Urban infrastructure provides for City services in the study area, including water, wastewater, stormwater retention and solid waste services. Electrical services are provided by Avista Utilities, and numerous carriers including Comcast, AT&T and others provide communications-related services. As noted earlier, two large circular reservoirs are situated just outside the northeast corner of Thornton Murphy. A large, sub-grade Combined Sewer Overflow (CSO) tank was recently installed just north of the study area along Ray Street.

Economic Conditions & Forecast

The Lincoln Heights District Center benefits from a number of positive attributes, indicating that it is a likely site for growth and redevelopment. These include:

⁹ A 1922 guide map shows streetcar lines following S. Southeast Boulevard onto 29th Avenue and continuing to Freya.

¹⁰ Boarding rates at these stops warrant shelters per STA policies, but none are currently so equipped.

- Relatively higher household incomes
- High educational attainment
- Recent growth and expansion¹¹
- High traffic volumes (creating high visibility)
- Surrounding residential neighborhoods
- Proximity to two significant parks
- Proximity to downtown and medical employment centers
- Frequent transit service.

These attributes help signal to market-rate developers that Lincoln Heights is an area that's economically vibrant and likely to generate additional demand.

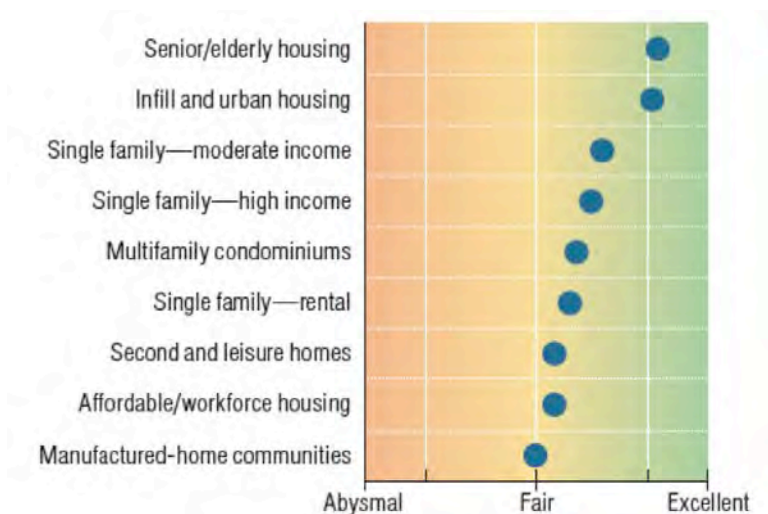


Figure 2.06 – 2016 Housing Investment Forecast (Urban Land Institute)

Growth Factors

Mixed-Use Housing

Figure 2.06 highlights national trends in an annual investment forecast prepared by the Urban Land Institute (ULI) titled “Emerging Trends in Real Estate, 2016.”¹² This year, as with recent years, the ULI forecasts the highest demand and best prospects are for senior and infill/urban housing types. According to plan consultant Leland Consulting Group (Leland), this reflects increasingly strong demand for interesting, mixed-use,

pedestrian-oriented urban environments. In Spokane, several recent and successful projects demonstrate that interest in walkable, mixed-use areas is growing here, too.

Growing density – “rooftops” as developers often call it - boosts support for retail, complementing existing services and creating an environment where additional services are likely to succeed, thus allowing people with spendable income to live in proximity to diverse goods and services as a matter of convenience, as well as quality of life experience.

¹¹ Including Trader Joe's, updates to the Lincoln Heights Shopping Center and the Rockwood Retirement Community tower

¹² The ULI is national association of real estate development and land use professionals.

According to Leland, housing types appropriate for the Lincoln Heights study area include townhomes, apartments, senior housing, and affordable housing with densities ranging between 15 and 35 units per acre expressed as a maximum of three to four stories. Such housing, given costs and market capacity, would more than likely require on-street and/or surface parking, since structured parking is far more expensive.

Shopping Environments

Another national trend pertinent to this study is the transformation of existing malls into mixed-use, “place-driven” community centers.

Such transformations retain retail, but include office, entertainment, dining, housing, and other uses. Perhaps more significantly, many are designed to convey a greater “sense of place,” featuring more outdoor shopping and places for residents to gather, placing greater emphasis on local character and context, and providing patrons “experiential” opportunities to socialize, dine, and linger.¹³

Successful examples of this movement include the Thornton Place development at Northgate Mall in Seattle; University Village in Seattle; the Old Mill District in Bend, Oregon; and the Village in Meridian Idaho. Additional detail on these and other examples may be found in the Leland analysis included in the appendix.

Another ULI publication, *Ten Principles for Rethinking the Mall* covers territory quite similar to this plan and the Lincoln Heights district center:

“Exploit the mall redevelopment opportunity by creating a vision for the entire district; develop a master plan in which the mall site is a key anchor. Look for and capitalize on opportunities to expand the investment into surrounding residential and commercial neighborhoods to strengthen and revitalize them. Identify synergies with other development opportunities. Plan and integrate your efforts accordingly.”

¹³ “Experiential” retail and service providers emphasize customer experience, providing innovative, memorable, interactive and immersive ways for patrons to enjoy products and brand features, often with friends and family.

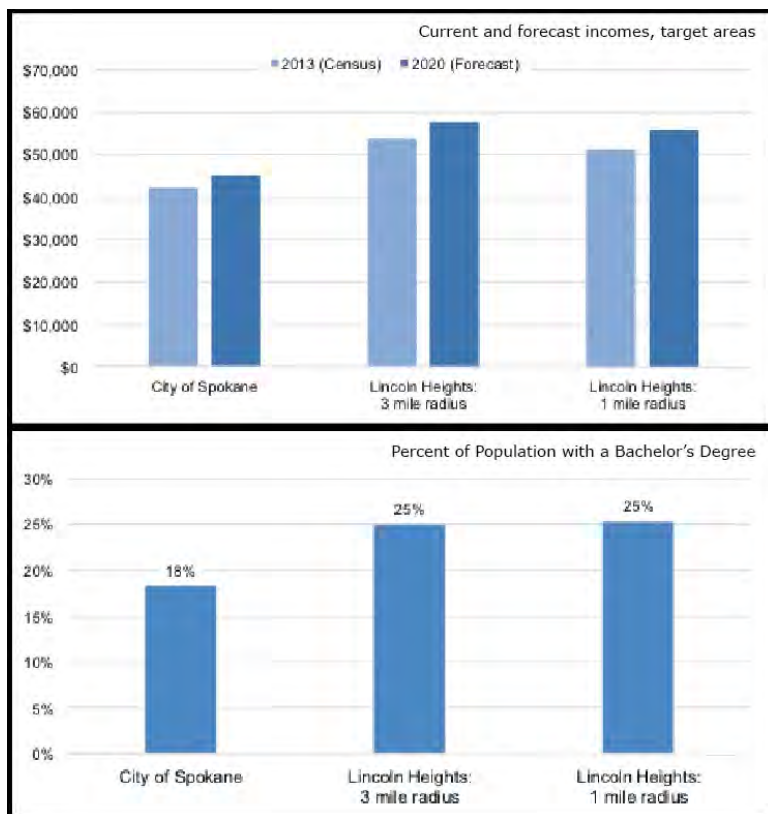


Figure 02.07 – Incomes in and near Lincoln Heights (upper) and percentage of residents with a Bachelor's Degree or higher (ESRI Business Analyst Services)

Integrate the mall site, to the extent possible, with other community anchors such as cultural facilities, civic buildings, municipal parks, office concentrations, and nearby street-front retailing and restaurant clusters. Integration can increase the market draw, expand the trade area, and create a more compelling destination for the mall site as well as for the larger district. It's important to ensure that onsite and off-site uses create synergy - are complementary - and don't cannibalize each other. Joint marketing can help.”¹⁴

Local Marketplace

Spokane's economy and development market is showing strong signs of recovery following the national recession. Signals including downtown's ongoing revitalization; current growth in the U-District; the success of

Kendall Yards; rapid expansion of senior living facilities in and near the study area; and the continued success of the South Perry District all demonstrate market demand and readiness for the type of transformation this plan envisions.

Regarding incomes, current (2013) and forecast (2020) ESRI business service reports show that incomes within one and three miles of the district center are higher than the average for the city (see **Figure 2.07**). Residents within a one and three-mile radius of Lincoln Heights also tend to have higher levels of educational attainment compared to the city as a whole - a quality that some retailers (like Trader Joes, reportedly) look for.¹⁵

Retail leakage is something that areas strive to avoid, occurring when residents of an area spend a significant portion of their retail dollars beyond where they live. According to ESRI services, the area within a three-mile

¹⁴ “Rethinking the Mall”, http://www.uli.org/wp-content/uploads/ULI-Documents/Tp_Mall.ashx_.pdf

¹⁵ ESRI indicates both one and three-mile areas host populations with 25% holding a bachelor's degree or greater, compared to an 18% rate citywide.

radius surrounding Lincoln Heights shows a significant retail surplus - meaning people from surrounding areas are coming to the district to spend retail dollars. Figures within a one-mile radius are mixed; for instance, spending for “all retail” categories indicates a surplus, but food and beverage categories show leakage taking place. This suggests potential opportunities for additional restaurants within a one-mile radius of the Lincoln Heights study area.

Retail Trends

Retail in general is not currently a preferred property type for developers and investors. This is because retail spending continues to move online, that the Internet has eliminated other retail categories (e.g., book and movie rental stores), and retailers require less space for warehousing due to technological improvements in supply chains. However, retail, commercial, and restaurants that emphasize “experience” and that can be shared by friends and family - from brew pubs to gourmet grocers - continue to do relatively well. These are the types of features that newer mixed-use centers provide, and may not be achieved on-line.

In conclusion, very few locations nationwide merit large-scale expansions of retail square footage. Instead, many retail centers will be rehabbed, redeveloped, and reinvented within their existing footprints. New tenants, especially those that emphasize distinctive experiences, will continue to arrive in markets across the country and replace existing tenants.



Overview

The Lincoln Heights District Center Plan is intended to achieve the goal of encouraging reinvestment in the district, consistent with City of Spokane “Centers and Corridors” policies. As policies must also respond to specific context, this process sought to clarify how center-related City policy best suits Lincoln Heights, including the desired mix and balance of land uses; the potential for future development - especially as related to transportation investments; and to better understand public realm and place-making desires.

Efforts initiated by the neighborhood and the City established a two-phase process that brought together experts from the Urban Land Institute (ULI), numerous volunteers, City staff, elected leadership and a locally-led consultant team to create the plan with its various strategic and project-related recommendations.

Phase one focused on compiling relevant information regarding the Lincoln Heights district, connecting the team from ULI with local stakeholders to identify challenges and opportunities, and preparing a set of broadly-defined recommendations for revitalization within the district center. These tasks were accomplished in approximately four months, and engaged numerous community members, local developers and public agency officials as “champions” from various sectors to help lay the groundwork for a successful plan. The final component of the phase one effort presented a set of recommendations - in report and presentation forms - which established foundations for the second phase, master planning process.¹

Phase two involved the preparation of a publicly-supported master plan to identify strategies to encourage reinvestment in the Lincoln Heights district center. This effort, using the ULI report as its foundation, included delivering a successful public engagement

¹ The final ULI Report is presented in this plan’s appendix section.

process to refine and complete a redevelopment strategy, including illustrations to locate and detail supporting projects. A consultant team led by Studio Cascade, Inc. (SCI) was hired to lead phase two, directing public involvement and using ULI findings to focus more detailed assessments of land use and transportation systems, and to produce the completed district center plan. Work to engage the public included:

- Meeting with neighborhood leadership and residents
- Hosting an open house meeting featuring a Pulse-Pad questionnaire to evaluate phase-one concepts
- Holding a multi-day drop-in and workshop event allowing the consultant team to meet face-to-face with residents and property owners as the plan's concepts were developed and evaluated
- Making all results and process documents available online via a project-specific City web-page
- Working to ensure all events were well-publicized and described in advance, using postcard mailings, press releases, and City of Spokane Facebook and Twitter feeds.

This work culminated with a "roll out" meeting presenting the final plan and outlining its goals, concepts and strategies, and detailing steps for the City and community to take to begin plan implementation.

Both plan phases worked to identify and refine broadly-defined issues and goals into more specific objectives and project concepts, using these to develop and examine various possible solutions. Phase two enlisted residents, stakeholders and neighborhood leaders in evaluating various strategies and crafting a preferred direction - and finally creating a framework to execute actions to implement the plan. The following section details phases one and two of the Lincoln Heights District Center Plan process.

Phase I: ULI Report

In June of 2015, an Urban Land Institute (ULI) technical assistance panel visited the study area to make an initial assessment of conditions and to create a strategic framework for the Lincoln Heights plan. Following an extensive presentation of background data developed by City staff, the team, together with representatives from key agencies, the development community, neighborhood leaders and others, toured the Lincoln Heights district and related areas. Observations and ideas from this tour were collated in a follow-up meeting where staff assisted in preparing a summary for the ULI team to use in its deliberations. The team then began work in a charrette-style, concentrated set of

meetings where phase one strategies were developed with City staff input.

ULI staff and team leaders worked during subsequent weeks to develop the final report. The completed document was then delivered to the community as a slideshow presentation and written report.

The ULI report ordered its various recommendations within four broadly-defined categories:



Figure 3.01 – The 2015 ULI Report provided quick, expert impressions on district center opportunities. (City of Spokane)

- District-Wide Strategies – These included recommendations to create a “theme” for the district, establish gateway features, re-shape 27th Avenue as a key district feature, slow traffic on 29th and several other, related strategies.

- Retail & Business Strategies – These included recommendations to create and maintain a merchants and owners association; working to landscape parking lots, and creating a district-wide parking management strategy.

- Housing Strategies – These included recommendations to examine the viability of building height incentives for mixed-use buildings in the district; identification of site-specific opportunities for housing development/redevelopment; and application of the City’s Multi-Family Tax Exemption (MFTE) program

- Community Strategies – These included a range of concepts including re-programming Thornton Murphy Park; creating strategies that more fully engage senior citizens; and bringing in an “activity anchor” such as a YMCA.

The ULI report also summarized input received and/or observed during the course of their work, noting issues such as the general lack of

walkability, the need to address congestion and traffic flow, especially at the 29th Avenue and Regal Street intersection, and the need to improve transit features and complete the local bicycle routes network.

The ULI Technical Assistance panel presented their initial findings on June 18, 2015 and the completed written report was delivered to the City in late August 2015.

Phase II: Master Plan

Phase two of the planning process engaged a team led by Studio Cascade, Inc. (SCI) to take ULI report findings and recommendations through a public engagement process, affirming baseline objectives, gauging support for the various ULI concepts, developing and reviewing several strategic alternatives, and finally producing a master plan to articulate and aid implementation of a preferred strategy. The following sections describe both process and outcomes of the main events in phase two.

Open House

On September 30th, 2015 an open house was held at the Southside Christian Church, a large facility located in the north-facing portion of the Lincoln Heights Shopping Center. This meeting was attended by over 40 community members, and City staff and consultants presented the ULI findings, as well as the plan's scope and expected timeframe. This presentation included an electronic "Pulse Pad" exercise allowing attendees to take part in a real-time poll, designed to test acceptance of the ULI recommendations for the area – and show polling results on-screen immediately following each question. That activity was followed by a strategy review exercise in which table-size worksheets were laid out around the room, each including descriptions of the various strategies offered by the ULI report. Attendees were invited to indicate how valuable they thought each strategy could be to improving the district, and to note any related comments or qualifications regarding the strategies.

Pulse Pad Results

For this, participants were asked questions regarding perceived value of strategies to the betterment of the district - and using an electronic keypad - indicated answers including "Agree", "Somewhat agree", "Don't know", "Somewhat disagree", or "Disagree". Overall, respondents expressed strong support for nearly all concepts, with variances generally associated with qualitative concerns about implementation. Questions with the highest percentage of support were ULI strategies addressing the intersection design of 29th and Regal (87% indicating "Agree"), and developing a pedestrian/ bike strategy (79% indicating "Agree"). The ULI strategy deemed least valuable was "increase housing" with 37% of the participants either answering "Somewhat disagree" or "Disagree." (See full results in **Appendix C**).

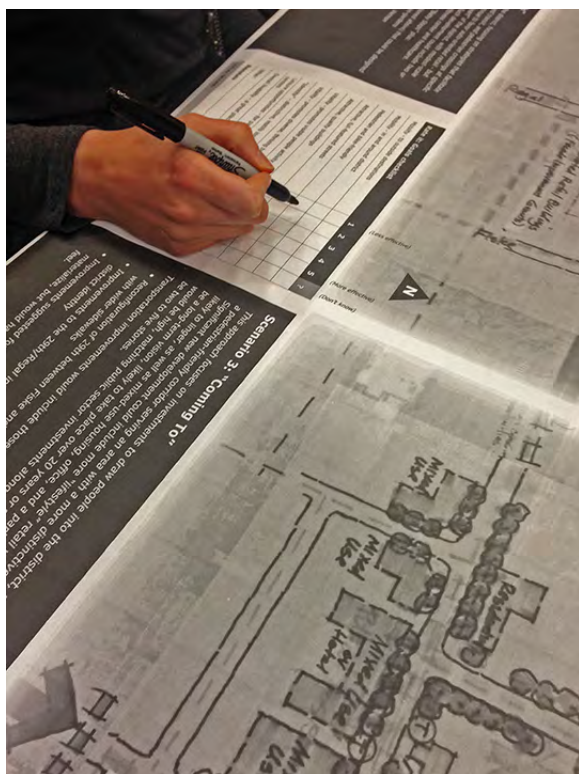


Figure 3.02 – The November 5 workshop gave attendee groups the chance to evaluate each of three plan scenarios versus neighborhood goals. (Studio Cascade, Inc.)

Worksheet Results

All ULI strategies were presented on table-sized worksheets adjacent to descriptive posters. Participants were invited to rate and detail thoughts on the relative value of each concept (many of which were not included in the Pulse Pad exercise). Mirroring the first exercise, respondents expressed strongest support for improving streetscapes and district walkability, including through-block pathways wherever possible. ULI concepts grouped under “Big ideas” received many positive comments, especially the idea of improvements to help activate Thornton-Murphy Park. Responses to other concepts, such as slowing traffic on 29th, received mixed responses, generally indicating the desire that such strategies actually improve, not exacerbate conditions. The ULI strategy to seek “opportunity sites” for additional housing also received mixed responses, with comments indicating qualitative concerns and some stipulating that new housing be mixed use, no more than two or three stories, and utilize “green” construction methods. Some indicated concerns about resulting traffic congestion, or that it might be overly expensive.

Storefront Studio

On November 4 and 5, 2015, the master plan consultant team held a “Storefront Studio” event. This particular meeting approach assembled the team during the course of both days, with the opportunity for participants to drop in at their convenience, discuss ideas or concerns with staff and consultants face-to-face, view display materials, engage in informal exercises and view the team at-work preparing the various plan schemes. Day two of the studio finished with a formal presentation and public workshop. As with the Open House, this two-day event was held at the Southside Christian Church at Lincoln Heights Shopping Center. Activities during the studio also included site tours by consultants, and in-person meetings with business and property owners.

Goals of the Storefront Studio included:

- Translate ULI recommendations and community concerns into prioritized actions for implementation
- Integrate objectives in the South Hill Coalition Connectivity and Livability Strategic Plan into the master plan

- Identify priority catalyst sites and actions for near-term implementation
- Evaluate existing policy, guidelines, and the City's development code for ability to satisfactorily fulfill district expectations
- Explore the economic foundations necessary to fulfill the district center vision
- Identify roles and responsibilities as part of implementation action plan.

During the course of the studio, three schematic maps were developed and offered for attendees to draw and comment on, each exploring differing approaches to the plan's objectives. These were refined for review at the concluding workshop, and are described below. Images of Scenarios 1 and 2 are presented in Appendix X. The Scenario 3 sketch is presented in Chapter 4:

Scenario 1: *"Baby Steps"*

This approach was described as one focused on smaller improvements and projects, promoting strategies that utilize existing features and conditions. This scenario largely left the look, feel, and function of retail along 29th Avenue largely unchanged. As such, 29th Avenue would continue to favor auto-oriented retail with improvements limited to concepts such as:

- Pedestrian crossings at key locations
- Limited "gateway" features, perhaps limited to a single example at 29th Avenue and Southeast Boulevard
- Incentivizing renovation of buildings facing 29th Avenue on the "Miller Hardware" block
- Market-paced redevelopment of buildings at the "Wheelsport Plaza" site
- Changes needed to accommodate STA's High Performance Transit (HPT) network on 29th Avenue and Regal Street.
- Incremental, low-cost improvements supporting cycling and walkability
- Formalized pedestrian routes around Safeway and between the STA Park & Ride and 29th Avenue.

With "Baby Steps", the majority of transportation improvements would happen along 27th Avenue, including easy-to-implement features such as:

- Bike sharrows and pedestrian crossings at key intersections along 27th and Fiske
- Filling in missing portions of sidewalk along 27th

- Creation of a pedestrian-oriented walkway fronting Trader Joe's and connecting 29th Avenue to 27th Avenue
- Improving connections to senior housing north of the district center, including improvements to walking paths to and from the hilltop.

Scenario 2: *"Going Through"*

This scenario stressed mobility throughout the district, focusing on facilitating vehicle throughput on 29th Avenue, improved transit, and pedestrian crossings at specific locations along 29th Avenue. As in scenario one, 29th would continue to favor auto-oriented retail, but this scenario proposed that 27th Avenue receive the largest share of physical and land use improvements, helping transform it into a much more active, vital corridor – effectively the “heart” of the district. Such work would include encouraging modest-scale development framing the corridor, such as two or three-story townhouses, a recreation/fitness center, re-programming Thornton Murphy to complement such uses, and fostering a range of activities centered on 27th as the neighborhood's centerpiece and “backyard”.

This scenario included concepts presented in scenario one, plus:

- Installation of medians on 29th between Fiske and Mt. Vernon
- Enhanced “gateway” features along 29th Avenue and at both ends of 27th Avenue within the district
- Creation of a pass-through feature creating a mid-block, pedestrian pathway extending from 29th and Regal through the Lincoln Heights Shopping Center to 27th Avenue
- Creation of structured parking near 27th Avenue and Mt. Vernon Street, facilitating parking consolidation and increased visitation to the Thornton Murphy area
- Creation of a “green street” concept on 27th that could be designed as a curbless festival street, integrating trees and rain-gardens.

Scenario 3: *"Coming To"*

A long term vision, likely taking place over 20 years or so, this approach would be focused on drawing people into the district, and re-shaping 29th Avenue into a true, pedestrian-friendly corridor with a more distinctive “urban village” feel. Significant new development for this scenario could include

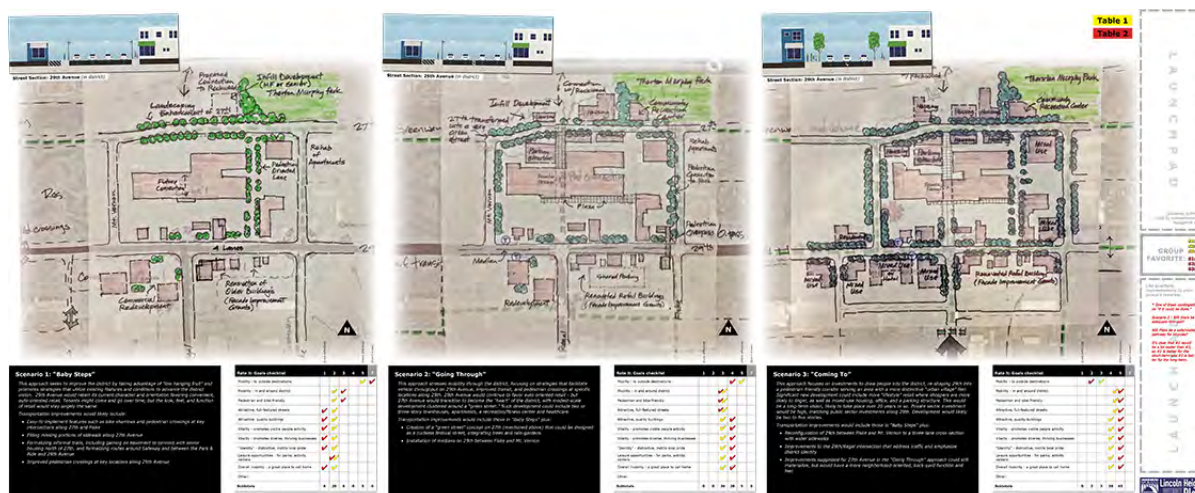


Figure 3.03 - The November 5 workshop gave attendee groups the chance to evaluate each of three plan scenarios versus neighborhood goals. (Studio Cascade, Inc.)

more “lifestyle” retail² – both at the Lincoln Heights Shopping Center and across the street along 29th - where shoppers would be more likely to linger. As implied by the title, this scenario envisions the district center as the central feature of Lincoln Heights, developed into a place likely to attract residents from outside the neighborhood. This scenario essentially builds on both scenarios one and two, including most of the features suggested there, still developing 27th Avenue as a neighborhood “backyard” but also transforming 29th Avenue with mixed-use housing, offices, and infill. Private sector investment would be high, matching public sector investments along 29th, with development likely being two to five stories. Transportation improvements would include those described above, plus:

- Reconfiguration of 29th between Fiske and Mt. Vernon to a three-lane cross-section with wider sidewalks
- Improvements to the 29th and Regal intersection
- Improvements suggested for 27th Avenue in the “Going Through” approach could still materialize, but would have more neighborhood-oriented, back-yard function and feel.

The concluding workshop presentation summarized the process thus far, including the objectives and schematic alternatives for attendees to consider. Two exercises were offered: Exercise one asked participant groups to review the three different alternatives and score each on how effective they’d be in addressing the district center goals. The second exercise asked the same groups to score

² A lifestyle center is a shopping center or mixed-used commercial development that combines the traditional retail functions of a shopping mall with leisure amenities oriented towards upscale consumers ([https://en.wikipedia.org/wiki/Lifestyle_center_\(retail\)](https://en.wikipedia.org/wiki/Lifestyle_center_(retail)))

and prioritize a set of ten action items, indicating when they should be done and which seemed the most critical.

Exercise 1 Results

As described above, participant groups were asked to rank scenarios 1, 2, and 3 for effectiveness in addressing neighborhood and district center goals. From worksheets and presentations made by each group, Scenario 3 (“Coming To”) was deemed most effective. Table groups indicated projects boosting mobility in and around the district, making the area more pedestrian and bike friendly, and creating attractive, full-featured streets would be most effective as sub-strategies.

Exercise 2 Results

The second activity asked table groups to graph a set of 10 projects or actions. On the x-axis, actions were rated from short to long-term; on the y-axis, actions were rated from most to least critical. All groups ranked the “most critical” projects as short-term ones. General consensus placing projects as short-term and critical called for pedestrian crosswalks and signals; creating an association to promote, advocate, and coordinate the district; create mid-block pathways to improve connectivity; and working to improve addressing of storefronts to pedestrians.

Lincoln Heights Neighborhood Council Meeting

On January 26th 2016, the City and Studio Cascade attended a neighborhood council meeting to discuss the process and plan for the Lincoln Heights District Center. Information was provided beginning with a review of what the process included, what the next steps were, and what the ultimate outcome would be. Approximately 20 residents attended.

Additional Events, Roll-Out

Text describing remaining events in the master planning process.



Introduction

The proposed master plan for Lincoln Heights' district center reflects the community's desire for deliberate and incremental change that honors its existing success while laying the groundwork for positive transformation. Finding the balance between the community's comfort with existing conditions and its excitement about a new, more diverse type of place – a true "heart" of the greater neighborhood - is a major function of this master plan.

Another major function of this plan is to identify and recommend near-term incremental steps, aligning them with an overall strategic vision that will likely take much longer to achieve. As described in Chapter 3, the community was given the opportunity to recommend "first move" steps, basing them on a field of recommendations advanced by the ULI report or by participants in this process.

This chapter articulates the goals, objectives and implementing features of the District Center Plan, including a diagrammatic illustration of the study area, which shows the general extents of several plan sub-areas and locates many of the plan's envisioned features.

It is important to note that as a master plan, ideas presented are conceptual recommendations - in many cases needing additional analysis and identification of funding sources in order to be implemented. The plan will also require a number of players to implement, with some actions best suited to City leadership, some by property owners or the development community, some by business owners, and some by neighbors and community members.

Existing Policies

Comprehensive Plan

Lincoln Heights District Center is identified in the City's Comprehensive Plan as a "District Center" - an area where focused growth (both commercial and residential) is encouraged. As indicated in Chapter 3 of this plan, the overall goal of the Lincoln Heights District Center Plan is to encourage reinvestment in the district, consistent with City "Centers and Corridors" policies contained in the comprehensive plan. For an understanding of what those policies promote, an abbreviated summary from the City's land use element follows:

District Centers

- *"...offer a wide range of retail and service activities including general merchandising, small specialty shops, personal and professional services, offices, food, and entertainment. They should include plazas, green space, and a civic green or park to provide a focal point for the center." (LU 1.2)*
- *"...buildings are oriented to the street and parking lots are located behind or on the side of buildings whenever possible...it is important to encourage buildings in the core area of the district center to be taller. Buildings up to five stories are encouraged. The circulation system is designed so pedestrian access between residential areas and the district center is provided. Frequent transit service, walkways, and bicycle paths link district centers and the downtown area." (LU 3.2)*

South Hill Coalition Plan

This plan also reflects goals and recommendations developed in the 2014 *South Hill Coalition Connectivity and Livability Strategic Plan*. These affirm City Centers and Corridors policy, adding other objectives including:

- *"Urban Forest - Preserve and enhance the tree canopy throughout the South Hill."*
- *"Crime Prevention - Identify ways to make our neighborhoods safer."*
- *"Traffic Safety - Work with the City to explore ways to make the streets and rights-of-ways safer and with Spokane Public Schools to identify Safe Routes to Schools."*
- *"Unique Neighborhoods, Unified District - Develop and maintain individual neighborhood identities with wayfinding and*

interpretive features that also communicate how the South Hill is a unified and special place within Spokane.”

District Plan Goals

Other goals emerged during the process of developing this plan, reflecting input from the public on neighborhood and district-specific ideals and expectations. These, listed below, should be viewed as supplemental recommendations to the goals and policies listed above. A full range of actions and tools needed to implement these recommended planning goals is provided in Chapter 5.

Goal 1: Character

Encourage reinvestment that respects the district's character, occurring incrementally and at a scale that both encourages diversity in land use and intimacy in street-level detail, and respecting the neighborhood's ability to absorb higher development intensity.

Goal 2: Development

Promote new development that introduces more housing directly into the district center, supporting an increasingly wide range of prosperous, interesting retail shops, employment and professional offices to serve the Lincoln Heights neighborhood and the entire South Hill.

Goal 3: Transportation

Encourage the evolution of the district center's transportation network into one that's truly multi-modal - serving the needs of transit, pedestrians, cyclists, autos, and freight safely, effectively and conveniently.

Goal 4: Function

Encourage the growth of the Lincoln Heights District Center as envisioned in the comprehensive plan - a multi-faceted urban place with a unique and compelling identity that builds on its own momentum, establishing the district center as one of Spokane's premier examples of fulfilling, attractive urban life.

Goal 5: Interaction

Recommend the growth of the Lincoln Heights District Center into the acknowledged "heart" of the neighborhood, where features and activities support community interaction - including shopping, dining, nearby parks and trails, the senior center, plaza areas, walkable streets, recreational, learning and meeting facilities.

Study Area

The Lincoln Heights neighborhood covers an area much larger than the district center, and established commercial uses along 29th Avenue and Regal Street extend well beyond the limits of the district center. While this plan's study area is defined rather concisely, it is understood that transformation within the center also relies on factors that lie outside of it. For this reason, the plan's goals, objectives, and recommendations are generally tied to the study area, but some are designed to take advantage of the synergy between the study area and the amenities and activities that surround it.

Plan Scenarios

Phase one of this planning process - the ULI report - provided a set of recommendations, but it was not intended to be as specific as a master plan. Its function was to identify potential actions that might help the district center evolve into the type of place described in the comprehensive plan, but not necessarily cover all worthwhile actions, tailor them in ways the community might see as suitable, or locate them spatially. This second phase in the process worked to achieve those more detailed recommendations, working with the community to lay out a viable, comprehensive approach to district transformation.

One important "tailoring" question examined in phase two concerned the desired character of the district's various streets and roadways. For example:

- 29th Avenue is an important east/west street (carrying 16,600 to 17,900 average vehicles per day in the study area), but to what degree should vehicles transiting the area control the street's design or adjoining land uses?
- How should 27th Avenue be transformed into a "green street" as proposed in the South Hill Coalition Plan, and integrated into the district plan?

To address these and other recommendations, consultants sketched out three differing plan scenarios for the community to reflect on, rank, and configure as a preferred alternative. As described in the previous chapter, these were titled "Baby Steps", "Going Through" and "Coming To", each representing varying degrees of transformation – especially concerning the role of 29th Avenue through the district center. The following briefly summarizes each of the schemes (described more fully in Chapter 3):

- Scheme A, "Baby Steps" - This approach proposed taking advantage of smaller improvements and projects, utilizing

existing features and conditions. This scenario largely left the look, feel, and function of retail along 29th Avenue the same, favoring convenient, auto-oriented retail.

- Scheme B, “Going Through” - This scenario built on the incremental Baby Steps model with additional improvements to create a “green street” concept for 27th Avenue, with changes on 29th Avenue focused on streamlining through-district traffic flow, improving pedestrian safety and improving mobility throughout the district.
- Scheme C, “Coming To” – This scenario was described as a long term vision, but one focused on drawing people into the district (versus facilitating movement through it) and re-shaping 29th Avenue into a pedestrian-friendly corridor serving an area with a more distinctive urban village feel. In this scheme, 29th Avenue might be seen as the district’s “front yard”, while the ideas promoted for 27th Avenue might be designed to achieve a feel of the neighborhood’s “backyard.”

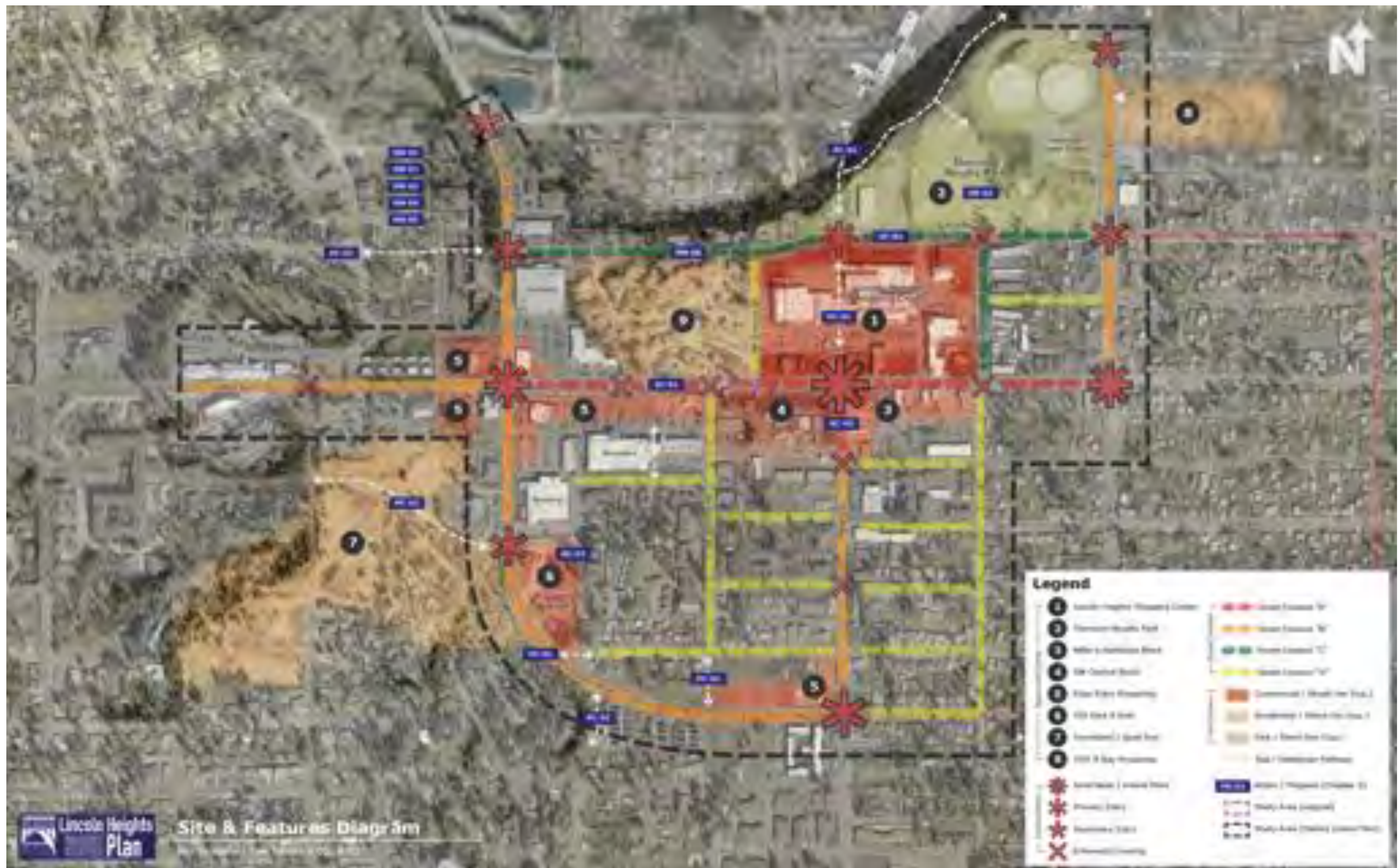
Preferred Scenario

This plan’s preferred scenario includes much of the “Baby Steps” approach (Scheme A), describing easy improvements to tackle issues of greatest concern and help create district momentum. The way in which these short-term actions are taken, however, is designed to align with the long-term, transformative recommendations outlined in the “Coming To” scenario (Scheme C). As such, Lincoln Heights’ district center is envisioned to be a very different place in 20 years, characterized by:

- Busier sidewalks
- Shops that cater to folks who walk, bike or take the bus
- An increased number of housing units nearby
- Less space devoted to surface parking lots
- A general feeling of activity, excitement and neighborhood pride.

Figure 4.01 presents a conceptual drawing of Scheme C, showing prospective layouts of future buildings, street configurations and other features. It is intended to complement Site and Features Diagram (**Figure 4.02**), and the implementation table in Chapter 5, which lists all of this plan’s recommended projects, programs and initiatives. **Figure 4.01**, **Figure 4.02** and **Table 5.01** together form this plan’s preferred scenario.





Site Diagram Key

The following tables support the Site & Features Diagram (**Figure 4.02**), describing each of the opportunity sites identified on the map (**Table 4.01**), and features generally associated with public realm areas (**Tables 4.02-03**). All tables are intended to describe the general type and character of each area, for use in guiding future consideration and development of implementing actions.

Table 4.01 – Site & Features Diagram: Opportunity Site Key

Map No.	Title	Description & Vision
1	Lincoln Heights Shopping Center	This shopping center is the district's focal point, providing opportunities to establish a character and development type that will set the stage for the district center's transformation. Work has already begun – with façade renovations and the securing of a Trader Joe's. Next steps can include increased emphasis of bringing buildings to the street edges along 29th and 27th Avenues, and improving opportunities for north-south pedestrian access through the center. STA hopes to include a station for its HPT line here too, adding to the shopping center's prominence. Second-generation changes would incorporate development of apartments above retail space - when the market supports it. These changes will increase the level of pedestrian activity in and around the shopping center - making it even more of a destination than it is today.
2	Thornton Murphy Park	Calls for increased civic activity in the district center suggest the need for an evolution of Thornton Murphy Park. Today, the park hosts the Southside Senior & Community Center, a basketball court, a "splash pad", a playground, picnic area and two baseball fields, addressing many recreational and social needs. In this plan, park's envisioned future increases its role as a gathering space, perhaps including the inclusion of a YMCA or similar facility, a covered or outdoor marketplace, or even a more developed trail network to draw a wider audience to the park. Expanding the park's offerings will enhance its scenic and functional relationship with enhancements envisioned for 27th Avenue and the development opportunities to the south, making it a true activity center and integral part of the neighborhood's identity. So configured, the park will help catalyze the growth of the entire district, including residents, businesses and visitors.
3	Miller's Hardware Block	The surviving street-front buildings on the south side of 29th Avenue east of Regal provide an important "anchor" presence, adding a sense of neighborhood history and exemplifying the type of scale and formal relationship to the street envisioned for much of the district. These buildings might also be eventually modified to include second-story housing units above (one such feature already exists atop the Hair Works space) adding to the sense of arrival at the district center and contributing to the street character of 29th Avenue. Over time, parking should be consolidated and spaces now placed between buildings should move to the rear, allowing for compatible infill and renovation, and enhancing the retail and aesthetic value of the block.
4	SW Central Block	This block hosts a disparate collection of pieces, each created with a focus on parking and visibility to passing vehicles. A fire in March 2016 destroyed a majority of the strip center at the intersection of 29 th and Regal, but tenants elsewhere on the block appear secure and provide needed retail and service functions. This plan envisions western portions of this block continuing to

Table 4.01 – Site & Features Diagram: Opportunity Site Key

Map No.	Title	Description & Vision
		provide neighborhood-scale services, with redevelopment of the eastern half of the block edging closer to 29th Avenue to help frame and activate the 29 th and Regal intersection, ideally reflecting patterns at the Lincoln Heights Shopping Center and the Miller's Hardware block. This site will also become increasingly important as STA's High-Performance Transit Network (HPTN) services begin, providing opportunities for uses compatible with convenient transit links to downtown and higher volumes of pedestrian and bicycling traffic. As with future generations of development in the central part of the district, housing may also be incorporated here, adding to the vitality of the center.
5	"Edge Entry" properties: Rosauer's/Safe-way Plaza/SE Boulevard	These properties include diverse conditions today, but represent future development opportunities that help establish a more pronounced, activated set of entry points into the district center. Two such areas, the existing Rosauers and Safeway sites, already provide an important range of retail offerings. This plan anticipates little significant change at either of these locations, understanding that large-format grocery and associated retail are essential to the success of the district. However, there are opportunities to increase north-south pedestrian access through the Rosauers site, making the commercial area more available to residents south of it and encouraging non-motorized connections to residential and commercial areas north of 29th Avenue. Gradual development of storefronts along or near the street edge along 29th, coupled with the enhancement of landscaping along the street edges will make the area even more vital, and improve the pedestrian environment. Similarly, sites surrounding the intersection of 29th Avenue and Southwest Boulevard are envisioned to more fully activate and "frame" that intersection, much as the new mixed-use building fronting the southwest corner now does. Another "edge entry" site is identified at the intersection of Southeast Boulevard and Regal Street - offering strong potential for redevelopment that anchors this important corner and establishes a visual and functional entry point for visitors arriving from the south.
6	STA Park & Ride	STA has indicated that the need for transit services at this location will continue. However, the need for a park-and-ride may not - allowing for creative thought on how much of the site might be reused. Proximity to the Rosauers Plaza and the Sonneland property make it an attractive place for housing or professional office options, perhaps incorporating STA's existing stop as a central feature. This site is envisioned to also play a role in defining entry into the district, both for those traversing Southeast Boulevard and those approaching the district from future development at the Sonneland Property. For this reason, future development should work to provide a more pronounced street-edge presence, helping to establish and strengthen the district's identity.
7	Sonneland Property / Quail Run	Much of this land lies beyond the study area boundary, but its development will play a strong role in establishing the district's character and long-term success. Plans prepared by the property owners now call for a mix of housing, retail, open space and professional offices, creating uses that transition from commercial frontage along 29th Avenue to residential neighborhoods further south and west. This plan - concurrent with those of the developer - envisions an east-west connection to Southeast Boulevard, introducing another entry point into the district center near the current STA Park & Ride.

Table 4.01 – Site & Features Diagram: Opportunity Site Key

Map No.	Title	Description & Vision
8	25th & Ray Properties	Another relevant site just outside the study area is a large holding east of Ray Street along right-of-way identified as E. 25 th Avenue. The owners of these undeveloped properties (Jump-Off Development) express a strong desire to develop housing and possibly a small mixed-use project along Ray. However, land use designations now allow only residential development, meaning that the type of change envisioned will require a comprehensive plan amendment and zone change. Still, development of this site offers potential to enhance the sense of entry into the district center, complement changes envisioned for Thornton Murphy Park, and contribute to the overall vitality of the district.
9	Lincoln Heights Garden Terrace	This development, currently providing government-subsidized one and two-bedroom apartments for low-income seniors, plays an important role in providing homes immediately adjacent to the Lincoln Heights Shopping Center. Though no changes are envisioned for the short or mid-term, the age of these units suggests that longer-term change seems likely. Regardless, this plan recommends public-realm improvements surrounding this site, including sidewalks along both sides of Mt. Vernon Street, better lighting, crosswalks and other means of beautifying and enhancing connectivity to and from the Garden Terrace development. Pedestrian improvements along 27 th Avenue improvements would significantly benefit this senior population.

Table 4.02 – Site & Features Diagram: Streetscape Design Key


Context Type	Description & Vision
"A" 	<p>This street context type is envisioned as the most full-featured, pedestrian and transit-friendly configuration in the Lincoln Heights District Center. Through functional and aesthetic design, it supports the full range of district objectives, including auto, transit, bike and pedestrian mobility, urban-style commercial and mixed-use housing. Building forms abutting this street type are envisioned to be two or more stories, featuring zero-setbacks along the street edge. Land uses are envisioned to be commercial / mixed use. Design features common to this type include:</p> <ul style="list-style-type: none"> • Two (2) drive lanes with center turn lane ● • Street trees, both sides ● • Pedestrian-scaled lighting, both sides ● • Five-foot (5') sidewalk, buffered ● • Four-foot (4') planter/lighting buffer ● • Two-foot (2') "shy space" fronting building façade, wall or fence ● • Zero-setback buildings ● • Decorative banners / basket planters ● • Transit stops, covered ● • Street benches ● • Bicycle racks ● • Planter medians ○ • Paver strips / decorative street surfacing ○ • Two (2) bike lanes ○ • On-street parking ○

Table 4.02 – Site & Features Diagram: Streetscape Design Key

Context Type	Description & Vision
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- Four (4) drive lanes ○

● = Strongly applicable; ◐ = Applicable, as option; ○ = Generally not applicable, include as exception

"B"



This street context type is envisioned as a full-featured, pedestrian and transit-friendly street type, but may have a greater focus on unimpeded traffic flow and a somewhat lesser focus on district identity. Building forms abutting this street type are envisioned to be one or more stories, with zero-setbacks along the street edge encouraged. Land uses are envisioned to be commercial / mixed use. Design features common to this type include:

- Street trees, both sides ●
- Five-foot (5') sidewalk, buffered ●
- Four-foot (4') planter/lighting buffer ●
- Two (2) drive lanes with center turn lane ◐
- Four (4) drive lanes ◐
- Planter medians ◐
- Two (2) bike lanes ◐
- Pedestrian-scaled lighting, both sides ◐
- Two-foot (2') "shy space" fronting building façade, wall or fence ◐
- Zero-setback buildings ◐
- Decorative banners / basket planters ◐
- Street benches ◐
- Bicycle racks ◐
- Paver strips / decorative street surfacing ○
- On-street parking ○

● = Strongly applicable; ◐ = Applicable, as option; ○ = Generally not applicable, include as exception

"C"



This street context type is envisioned as a full-featured and transit-friendly street type, but is designed to slow traffic and focus most heavily on landscaping, aesthetics and overall walkability. Building forms abutting this street type are envisioned to be one to three stories, with zero-setbacks along the street edge encouraged. Land uses are envisioned to be commercial / mixed use with parks and residential as complementary to overall objectives. Design features common to this type include:

- Two (2) drive lanes with center turn lane ●
- Planter medians ●
- Paver strips / decorative street surfacing ●
- Two (2) bike lanes ●
- Street trees, both sides ●
- Pedestrian-scaled lighting, both sides ●
- Five-foot (5') sidewalk, buffered ●
- Four-foot (4') planter/lighting buffer ●
- Two-foot (2') "shy space" fronting building façade, wall or fence ●
- Decorative banners / basket planters ●
- Street benches ●
- Bicycle racks ●

Table 4.02 – Site & Features Diagram: Streetscape Design Key


Context Type	Description & Vision
	<ul style="list-style-type: none"> • Curb-free design ● • On-street parking ● • Zero-setback buildings ● <p>● = Strongly applicable; ● = Applicable, as option; ○ = Generally not applicable, include as exception</p>
"D" 	<p>This street context type is envisioned as a full-featured residential street type, designed to slow traffic and facilitate pleasant, walkable access to and from the district center. Building forms abutting this street type are envisioned to be one to two stories, with setbacks accommodating a front porch encouraged. Land uses are envisioned to be residential, with mixed-use as complementary to overall objectives. Design features common to this designation include:</p> <ul style="list-style-type: none"> • Two (2) drive lanes ● • On-street parking ● • Street trees, both sides ● • Five-foot (5') sidewalk, buffered ● • Four-foot (4') planter/lighting buffer ● • Two-foot (2') "shy space" fronting building façade, wall or fence ● • Planter medians ● • Paver strips / decorative street surfacing ● • Two (2) bike lanes ● • Street benches ● P • Pedestrian-scaled lighting, both sides ● • Zero-setback buildings ○ • Decorative banners / basket planters ○ <p>● = Strongly applicable; ● = Applicable, as option; ○ = Generally not applicable, include as exception</p>

Table 4.03 – Site & Features Diagram: Intersection / Crossing Design Key


Symbol	Category	Description & Vision
	Axial Node / Arrival Point	<p>This intersection / crossing type is envisioned as the most full-featured, pedestrian-friendly and place-oriented configuration in the Lincoln Heights District Center. Through functional and aesthetic design, it supports the full range of auto, transit, bike and pedestrian mobility. This category is intended to convey a sense of centrality in the district, acting as visual point of reference. Design features common to this type include:</p> <ul style="list-style-type: none"> • Signalized or controlled traffic allowing safe, comfortable crossing ● • Paver strips / decorative street surfacing ● • Decorative banners / basket planters ● • Decorative / functional art ● • District-specific signage ● • Roundabouts / traffic circles ● • Planter medians (approach) ●

Table 4.03 – Site & Features Diagram: Intersection / Crossing Design Key




Symbol	Category	Description & Vision
		<ul style="list-style-type: none"> • Street trees, all sides ● • Pedestrian-scaled lighting, all sides ● • District-specific wayfinding ●
● = Strongly applicable; ● = Applicable, as option; ○ = Generally not applicable, include as exception		
	Primary Entry	<p>This intersection / crossing type is envisioned to focus on conveying a sense of entry or arrival in the district. Pedestrian-friendly and place-oriented, this type includes features such as:</p> <ul style="list-style-type: none"> • Signalized or controlled traffic allowing safe, comfortable crossing ● • Paver strips / decorative street surfacing ● • Pedestrian-scaled lighting, all sides ● • Decorative banners / basket planters ● • Decorative / functional art ● • District-specific signage ● • Street trees, all sides ● • Traffic circles ● • Planter medians (approach) ● • District-specific wayfinding ●
● = Strongly applicable; ● = Applicable, as option; ○ = Generally not applicable, include as exception		
	Secondary Entry	<p>This intersection / crossing type is envisioned as a more full-featured crossing than “Enhanced”, establishing its relationship with the district, and helping convey a sense of proximity to the heart of the area. This type includes features such as:</p> <ul style="list-style-type: none"> • Signalized or controlled traffic allowing safe, comfortable crossing ● • District-specific signage ● • District-specific wayfinding ● • Street trees, all sides ● • Planter medians (approach) ● • Paver strips / decorative street surfacing ● • Pedestrian-scaled lighting, all sides ● • Decorative banners / basket planters ● • Decorative / functional art ●
● = Strongly applicable; ● = Applicable, as option; ○ = Generally not applicable, include as exception		
	Enhanced Crossing	<p>This intersection / crossing type is envisioned as a way for pedestrians to cross streets safely and comfortably, with design cues establishing its relationship with the district. This type includes features such as:</p> <ul style="list-style-type: none"> • Planter medians (mid-crossing) ● • District-specific wayfinding ● • Signalized or controlled traffic allowing safe, comfortable crossing ● • Paver strips / decorative street surfacing ● • Pedestrian-scaled lighting, all sides ●

Table 4.03 – Site & Features Diagram: Intersection / Crossing Design Key

Symbol	Category	Description & Vision
		<ul style="list-style-type: none"> Decorative banners / basket planters ● Decorative / functional art ● District-specific signage ●

● = Strongly applicable; ● = Applicable, as option; ○ = Generally not applicable, included with exception

Important Considerations

The following summarizes important considerations driving the recommended choices and trade-offs associated with the Lincoln Heights District Center Plan. Together, they represent an incremental, but substantial re-shaping of infrastructure, helping drive equally significant changes in land use to achieve the community's vision. While this may seem a formidable challenge, the type of deliberate, vision-driven investments in the public-realm this plan recommends – coupled with policy suggestions to match – will steer growth towards a successful outcome. In 1950, as real growth in Lincoln Heights was just getting underway, policy and infrastructure designed around car mobility created one type of environment. In much the same fashion, actions recommended by this plan set a course to evolve today's environment in response to fresh demands and challenges.

High Performance Transit

One of the key features expected to make this area a success is STA's long-term plan to make the Lincoln Heights shopping center a major stop along its High Performance Transit Network (HPTN). This plan supports an enhanced stop with off-board fare payment, real-time transit information, and seating. Concurrent with STA's plans, the preferred scenario envisions revisions to the intersection at 29th and Regal, allowing both location of the HPTN stop and viable passage through the corner by HPTN vehicles. Additional, related concepts suggested by this plan include:

- Preferred location of the HPTN stop west of 29th and Regal
- District-wide focus on providing safe pedestrian and bike access to transit stops, including enhanced pedestrian crossings, buffered sidewalks, and bicycle parking
- Consideration of opportunities to develop a shared use parking structure between STA and the Lincoln Heights Shopping Center



Figure 4.03 – STA’s plans include a “High Performance Transit Network” (HPTN) stop servicing the district center. HPTN is envisioned to utilize specially branded vehicles, and include a range of service improvements to reduce delays and enhance ridership experience (Studio Cascade, Inc.)

- Consideration of integrating the HPTN stop with new development or redevelopment, sharing costs and seeking designs that create public/private benefit
- Incorporation of transit signal priority in the corridor to minimize delay for buses
- Consideration of STA’s preference for travel-lane stops, eliminating merge-in slowdowns.

29th Avenue Design

As noted in Chapter 2, traffic volumes on 29th Avenue (in the study area) are 16,600-17,900 vehicles per day.¹ A review of the City’s travel model indicates that future travel growth is relatively modest, adding no more than 1,200 additional vehicles per day (roughly 120 peak hour vehicles) by 2035. These traffic volumes are at the upper end of the spectrum where a three-lane conversion would be recommended, but even with forecast growth, the three-lane conversion remains a reasonable option that could provide benefits to the district.

It is widely recognized that the district’s current four-lane cross-section doesn’t function well. Business access is “uncontrolled”, meaning that turning vehicles block through-traffic. These conditions contribute to a sense that this portion of the corridor is prone to fender-benders and overall driver discomfort. Given the under-performance of the cross-section, a well-designed three-lane cross-section is suggested, providing similar operations (in terms

¹ Demographics Now, Library Edition search, May 28, 2015 (City of Spokane research)

of capacity for through and turning vehicles) by reducing conflicts in individual lanes, which may offer substantial benefits to other goals recommended by the neighborhood planning process. These benefits include:

- Providing for a center turn lane supporting turning movements, or, in some areas, center medians to beautify the district, and enhance crossing safety for pedestrians
- Providing space for a much wider, more comfortable pedestrian environment, including buffering from vehicle traffic, wider sidewalks, and incorporation of street trees and lighting
- Potential for inclusion of bike lanes along the corridor.

In addition, it is noted that 29th Avenue features a median-split cross-section just east and west of the district - so narrowing this section of street would be more consistent with the overall street design, and potentially reduce merging activity. Space gained by a three-lane conversion would also facilitate streetscape improvements envisioned by the South Hill Coalition Plan. An engineering study will be required in the future to provide more information on this concept.

27th Avenue Design

The South Hill Coalition plan and Phase I and II of this process (ULI Report) support changes to 27th Avenue. As a wide, relatively underutilized street, 27th offers numerous possibilities to support a far more active, feature-rich environment that interfaces with Thornton Murphy Park. The first step toward improving 27th should be changing its functional classification to "Collector," thereby making proposed 27th Avenue improvements eligible for federal funding. Such a reclassification would be consistent with the current character of the street, since it connects local streets with arterials, including Southeast Boulevard and Ray Street.

In terms of design treatments, this plan envisions the following for 27th Avenue:

- In addition to changing the street's functional classification, designation of 27th Avenue as a "greenway", consistent with the South Hill Coalition plan and enhancing its value for walking and biking
- Consideration of a curbless design for portions of the street, facilitating use of the street for festivals especially adjacent to the park
- Narrowing of travel lanes to calm traffic speeds, using saved space to incorporate rain gardens and/or angled parking (especially useful for visitors to Thornton Murphy Park).
- Improvements to intersections at Southeast Boulevard and Ray Street to make pedestrian crossings easier. Many feel crossing

conditions on Ray Street are difficult for pedestrians, and future development just east of Ray will very likely increase the need for such improvements. Such features should also incorporate features marking entry to the district (a.k.a. “gateways”). HAWK-style crossings (high-intensity activated crosswalk beacons) may be an option.²

Streetscapes

In general, this plan encourages the construction of more buildings directly fronting the street, supporting a more mature, walkable, interesting urban environment. Depending on proximity to the “heart” of the study area, building heights could vary greatly – up to, perhaps, the City’s existing 55-foot limits – tapering to one and two-story heights farther away from the core and adjoining housing areas. Recommended revisions to street sections along 29th and 27th Avenues would allow space for a greatly improved streetscape, allowing for wider, buffered sidewalks, street trees and lighting, and enhanced transit stops.

Pedestrian Environment

In addition to improving sidewalks throughout the district, the plan recommends (as a high priority) improvements to pedestrian crossings. Proposed improvements to internal circulation within the district include:

- Recognizing and improving informal pathways, such as the existing Rockwood Retirement Community trail connection, including lighting and other enhancements to create more viable, pleasurable routes into the district center
- Creating new pathways from residential areas to the district center and/or to sidewalk routes, such as from E. Pinecrest Road to 27th Avenue and S. Southeast Boulevard; from 33rd Avenue, and from Cook Street to S. Southeast Boulevard; ensuring such a route is included in the build-out of the Sonneland Property, leading from E. 30th Avenue to S. Southeast Boulevard at E 31st Avenue.

² City staff expressed preference for location of a HAWK along Ray at 25th instead of 27th Avenue, since this would be less likely to affect operations of the intersection at 29th, and would be valuable in assisting safe crossings to Lincoln Heights Elementary.



Figure 4.04 – This conceptual drawing shows how the 29th Avenue corridor might be configured in the heart of the district center (Studio Cascade, Inc.)

- Creating mid-block routes through existing developments, including potential pedestrian-only pathways connecting 29th Avenue to 27th Avenue through the Lincoln Heights Shopping Center, and a similar feature connecting E. 30th Avenue to 29th Avenue through the Rosauers block.

Parks Environment

Long-term re-imagining of features and uses at Thornton Murphy Park could further activate and enhance the usefulness of the park for neighborhood and district center benefit. As with many parks, Thornton Murphy presents an existing public resource with powerful capacity to catalyze and connect surrounding areas – adding value and “landmark” sense of place for the entire neighborhood. Potential improvements for consideration as this plan is implemented include:

- Revisions to the adjoining streetscape to create opportunities for farmers markets and other “festival” type events that utilize both park and the public right-of-way
- Revisions that reflect and/or encourage the creation of nearby mixed-use buildings, housing, or a major activity center such as a YMCA, library or other civic use to increase the neighborhood’s use of the park
- Programming and/or features that connect the existing reservoir tank area with the park and the Combined Sewer Overflow (CSO) installation near Ray and E. 21st Avenue ³

³ A large, forested and un-developed area between the reservoir and CSO facilities, currently listed as owned by the City and by “Spokane Methodist Homes”, presents an intriguing opportunity to tie Thornton Murphy to the CSO installation. The City’s reservoir property also includes numerous outbuildings and an attractive, historic pump station functionally abandoned in 2012.

- Creative designs that incorporate stormwater treatment/flow into the park, relating it to the nearby CSO facility (just west of Lincoln Heights Elementary)
- Consideration of a trail route through the treed slopes above the park, potentially leading to Lincoln Heights Park.



Introduction

This chapter provides the full listing of implementing actions and projects associated with the Lincoln Heights District Center Plan, assembled in **Table 5.01**. Many of the proposed actions and projects listed were developed during phase one (ULI Report), or have been modified in response to community input. Other recommendations were developed during the course of the phase two efforts, emerging in concert with the preferred scenario for the District Center. Some recommended actions listed reference objectives and features described in Chapter 4.

Each of the recommended actions have been numbered and generally categorized as follows:

- Policy / Management (PM) – Actions to help define and direct investment of resources
- Vehicular Context (VC) – Actions to implement desired improvements for vehicular uses
- Pedestrian Context (PC) – Actions to implement improvements for non-motorized travel along and crossing vehicular travel lanes
- Building Context (BC) – Actions to help diversify land uses and improve the look and function of buildings
- Public Realm Context (PR) – Actions to create, improve and activate parks, recreational facilities, trails, and public gathering spaces.

The numbering of actions expresses no particular priority or order.

Table 5.01 also includes several columns to offer evaluation and proposed implementation. These identify various considerations such as:

- First Steps – Items including a check-mark (✓) indicate the action is considered a high-priority, early implementation item

- Timeframe - Identifying each effort as a “short”, “medium”, or “long-term” project (recommended or anticipated)
- Cost - Using one to four “\$” symbols to express relative fiscal cost and/or resources
- Benefit - Using one to four star symbols (★) to express relative benefit or effectiveness
- Actors – Identifying those groups or agencies likely needed to implement proposed actions
- Notes – Listing associated conditions, likely challenges, related additional actions for coordination, etc.

These considerations are highly subjective and are provided as good-faith descriptions of conditions at the time of this plan’s adoption. Some of the recommended actions are contingent on or related to other proposed actions, such as completion of street improvements following a detailed design process. Note that it may be advantageous to combine studies recommended in this plan – for instance, work recommended for 29th Avenue might be combined with similar efforts for 27th Avenue. The notes column in **Table 5.01** lists many such options.

“First Steps” Work

As described in Chapter 4, this plan is designed to share the vision for, and provide implementation recommendations to bring about an ambitious, long-term vision for Lincoln Heights, identifying a number of short-term efforts to direct and catalyze growth. In this way, the future envisioned in the “Coming To” strategy (Scheme C) could be realized using many of the ideas suggested in the “Baby Steps” strategy (Scheme A).¹

The following lists and describes initial, “first steps” work considered critical in implementing this plan. Some may be relatively easy to achieve, while others may require long-term work and commitment to realize. In all cases, however, the actions described could be highly transformative – and should be considered first. The full range of proposed implementing actions, including those below, is provided in **Table 5.01**.

Leadership & Research Efforts

The success of this plan will require stable, long-term leadership to bring about implementation and champion efforts both large and small. The South Hill Coalition Connectivity & Livability Strategic Plan, recommendations from the ULI report and this plan encourage the creation of a merchant’s association, district advocacy group or similar entity to work with the neighborhood

¹ See Chapter 3 for descriptions of strategies considered in developing this plan.



Figure 5.01 – Development patterns are strongly influenced by roadway design, and this plan looks to roadway design as an important implementation tool. (City of Spokane)

and the City on recommended implementation tasks and actions. Many of this plan's short-term proposals are ideally suited for implementation by such an organization; for this reason, identifying and providing support for motivated, stable and effective leadership is a critical first step.

The transformation of 27th Avenue as envisioned by this plan is also seen as a priority. For this reason, it is strongly recommended that an investigation determining whether 27th Avenue may properly be reclassified as a "Collector" street is another "First Steps" recommendation, potentially opening the door to new funding opportunities and leveraging other proposed improvements. (PM-02, PM-03, PM-08)

Transportation Network Transformation

The following recommendations shape the Lincoln Heights transportation network to serve a wider range of users and land uses, addressing immediate needs and concerns while putting in place a physical framework to help shape the district's long-term evolution. "First steps" transportation recommendations include:

- The following investment priorities be included in the Comprehensive Plan, with funding pursued and leveraged for inclusion in the City's six-year Transportation Improvement Plan (TIP):
 - 29th Avenue Corridor Study - Perform a corridor study to identify and design enhancements from S. Martin Street to just east of Ray Street to improve the pedestrian realm, accommodate STA's HPTN service and improve multimodal safety and comfort - while accommodating current levels of traffic operations. This study should include design treatments of the Regal Street/29th Avenue

intersection, and the location and design of features outlined in Chapter 4 of this plan (VC-01)

- Design Study for 27th Avenue – Perform a design study to identify possible improvements along 27th Avenue from Southwest Boulevard to S. Ray Street, incorporating concepts promoted in this plan and “greenway” concepts promoted in the South Hill Coalition plan; activating the north side of Lincoln Heights Shopping Center, and Thornton Murphy Park; and accommodating traffic appropriate for “Collector” street status. This study should also include the location and design of features outlined in Chapter 4 of this plan (VC-03)
- Crossing enhancements – Reflecting recommendations in this plan and in anticipation of direction from the proposed 29th Avenue study, seek funds for installation of proposed improved pedestrian crossings at key locations, including flashing beacon crossings (RRFB/HAWKs) or median crossings (PC-02)
- 29th Avenue reconstruction – In anticipation of improvements outlined in this plan and detailed in the proposed 29th Avenue Corridor Study, identify, seek and leverage funds for reconstruction of 29th Avenue from S. Martin Street to S. Ray Street (VC-02)
- 27th Avenue reconstruction – In anticipation of improvements outlined in this plan and detailed in the proposed design study for 27th Avenue, identify, seek and leverage funds for reconstruction of 27th Avenue from Mt. Vernon Street to S. Ray Street (VC-04)
- Seek support by the City, neighborhood leadership and others for proposed local transit service improvements, especially STA's proposed High-Performance Transit (HPT) through the Lincoln Heights District Center. Location of future HPT stops along both sides of 29th Avenue near the Regal Street intersection is critical to improving transit in the district. (VC-05)

Park Transformation

As discussed in Chapter 4, this plan recognizes the tremendous potential offered by Thornton Murphy Park to further benefit the neighborhood and to help catalyze district objectives. Supporting concepts described in Chapter 4 as important “First Steps” actions involves the creation of a master plan for Thornton Murphy Park – suggested to be done concurrently or in concert with the 27th



Figure 5.02 – Thornton Murphy Park may help catalyze a wide range of district center plan objectives.

Avenue design study recommended above. Though it may or may not directly involve Thornton Murphy Park, another important “First Steps” recommendation urges the City and others to help create an “activity anchor” in the Lincoln Heights District Center, such as a new YMCA. (PR-02, PR-03, VC-04)

Incentive / Investment Options

As noted in Chapter 3, there is strong community desire and potential for additional, higher-density and mixed-use housing in the district center. While some of this potential may be achievable under current conditions, the type of walkable, active, “experience-rich” environment many buyers seek is far from realized. At the same time, developing and sustaining experience rich retail and services is difficult without existing housing (customers). This “chicken and egg” conundrum is a common one, and requires time-intensive, incremental steps to overcome. This plan recommends a combination of development possibilities,

incentives and public-realm investment to help further the district’s goals. Specifically:

- The City’s Multifamily Tax Exemption program could be considered, ideally configured to incentivize compatible mixed-use housing in targeted areas (PM-05)
- Public-realm investments like those envisioned for 29th and 27th Avenue, and for Thornton Murphy Park, are strongly recommended as means to spur private investment and market value. Investments in Thornton Murphy and 27th in particular are seen as essential in helping make E. 27th Avenue the “heart” of neighborhood activities as described in Chapter 4
- Identification of opportunity sites for in-district mixed-use housing (increasing housing and customers), whether on undeveloped land or added to existing structures, will help direct infill toward high-benefit, catalytic projects (BC-01)

Conclusions

Commitment to Implementation

The many hours devoted by citizen volunteers, City staff, neighborhood leadership and others to shape this plan confirm a

strongly-held, broad-based desire for bettering the Lincoln Heights District Center, and that actions be taken to begin those efforts.

Effective implementation is highly reliant on the ongoing commitment of local residents to insist upon, fund and enable work by elected and appointed officials, City staff, neighborhood leadership and others. This plan recommends vital tools in directing the future growth and development of the study area, and should be used and referenced in funding pursuits, localized planning studies and staff reports, as well as in informal, planning-related discussions. Maintaining a high “visibility” for the plan and its vision will help make it a successful, dynamic and powerful means of guiding Lincoln Heights’ future.

Ongoing Process

Circumstances will continue to change as the district and city evolve, and this plan will require modifications and refinements to be kept up-to-date and current with the neighborhood’s vision and desire. Some of its proposals may be found unworkable - and new issues and solutions will continue to emerge. Needed refinements and changes should be carefully noted and thoroughly considered as part of a regular review cycle and future updates. As change occurs, the neighborhood’s vision should remain the central theme, and work to unify deliberations.

Items contained in the following table are in no way obligations for the City. Rather, they are intended to enable district advocates to understand, at a glance, which actions are considered important to the aims of this plan, who ought to be involved in leading initiatives, and how some concepts may offer multi-faceted benefits.

Table 5.01 - Actions Table

Policy / Management Actions – Actions to help define and direct investment of resources						
Action / Program	First Steps	Timeframe	Cost	Benefit	Actors	Notes
PM-01 – Create a district-wide theme, brand and logo		S	\$	★★	LHN, COS, LHDA, SHC	<ul style="list-style-type: none"> • Consensus may be difficult to create • Creation and implementation best led by organization such as district association • Coordinate with SHC branding plans
PM-02 – Create and sustain a group to organize and champion district objectives (district association or similar)	✓	S	\$\$	★★★★	LHN, COS, DV, LO, SHC	<ul style="list-style-type: none"> • Critical factor for implementation • Serves multiple objectives • Coordinate with SHC ideas for South Hill business organization • Coordinate with PM-03
PM-03 – Evaluate formation of a Business Improvement District (BID) for Lincoln Heights	✓	M	\$\$	★★★★	COS, LHN, DV, LO, LHDA	<ul style="list-style-type: none"> • Formation may be difficult • Powerful tool for plan implementation • Review East Sprague example • Coordinate with PM-02
PM-04 – Create a district-wide parking management strategy		M	\$	★★★	LHN, COS, LHDA, DV, LO	<ul style="list-style-type: none"> • May also aid goals implemented via Building Context, Pedestrian Context
PM-05 – Identify and implement incentives program, supporting district objectives such as: <ul style="list-style-type: none"> • Compatible multifamily/mixed-use housing • Compatible retail/service uses • Parking management/consolidation 	✓	S	\$	★★★	LHN, COS, LHDA, DV, LO	<ul style="list-style-type: none"> • Coordinate with BC-01 • May also aid goals implemented via Building Context, Public Realm
PM-06 – Partner with schools for events and programming		M	\$	★	LHDA, LHN, SPK, SPS	

PM-07 – Partner with seniors and senior service providers for events and programming	✓	M	\$	★	LHDA, LHN, SPK, SSAC	
PM-08 – Analyze reclassification of 27th Avenue to “Collector”, potentially supporting: <ul style="list-style-type: none"> Enhanced funding opportunities for improvements Features implementing the “greenway” goal in SHC plan 	✓	S	\$	★★★	COS, LHN	<ul style="list-style-type: none"> Confirm functional capacity

Abbreviation Key: LHN = Lincoln Heights Neighborhood; COS = City of Spokane; LHDA = Lincoln Heights District Association (future); DV = Developers; LO = Landowners; SHC = South Hill Coalition; STA = Spokane Transit Authority; SPK = City of Spokane Parks Department; SPS = Spokane Public Schools; SSAC = Southside Senior & Community Center

Vehicular Context Actions – Actions to implement desired improvements for vehicular uses						
Action / Program	First Steps	Timeframe	Cost	Benefit	Actors	Notes
VC-01 – Complete a 29th Avenue corridor study, identifying and designing enhancements from S. Martin Street to just east of Ray Street, including: <ul style="list-style-type: none"> Improvements to the pedestrian realm Accommodations for STA’s HPTN service Improved multimodal safety and comfort Maintenance of existing traffic volumes Design of the Regal Street/29th Avenue intersection Location and design of features recommended in Chapter 4 	✓	M	\$\$	★★★★	LHN, COS, LHDA, STA, LO, DV, SHC	<ul style="list-style-type: none"> Coordinate and/or combine with VC-03 Coordinate with PC-02 May also aid goals implemented via Pedestrian Context, Building Context, Public Realm Consider Planned Action Ordinance (PAO) option to spur investment, partnerships
VC-02 – Identify funds for reconstruction of 29th Avenue from S. Martin Street to S. Freya Street	✓	M	\$\$\$\$	★★★★	COS, LHDA, LO, DV, STA	<ul style="list-style-type: none"> Coordinated with / directed by VC-01 Preliminary estimate may be guided by Chapter 4 recommendations

VC-03 – Complete a 27 th Avenue design study to identify improvements from Southwest Boulevard to S. Ray Street, incorporating: <ul style="list-style-type: none"> • Concepts activating the north side of Lincoln Heights Shopping Center and Thornton Murphy Park • Features implementing the “greenway” goal in SHC plan • Location and design of features recommended in Chapter 4 	✓	S	\$\$	★★★★	LHN, COS, LHDA, STA, SPK	<ul style="list-style-type: none"> • Coordinate and/or combine with VC-01, PR-02 • May also aid goals implemented via Pedestrian Context, Building Context, Public Realm • Consider Planned Action Ordinance (PAO) option to spur investment, partnerships
VC-04 – Identify funds for reconstruction of 27th Avenue from Southwest Boulevard to S. Ray Street	✓	M	\$\$\$	★★★★	COS, LHDA, DV, STA, SPK	<ul style="list-style-type: none"> • Coordinated with / directed by VC-03, PM-08 • Preliminary estimate may be guided by Chapter 4 recommendations
VC-05 – Support implementation of transit improvements, especially STA’s proposed HPT service	✓	S	\$	★★★	LHN, COS, LHDA, STA	<ul style="list-style-type: none"> • May also aid goals implemented via Pedestrian Context, Building Context, Public Realm • Coordinate with VC-01, VC-02

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Pedestrian Context Actions – Actions to implement improvements for non-motorized travel along and crossing vehicular travel lanes

Action / Program	First Steps	Timeframe	Cost	Benefit	Actors	Notes
PC-01 – Create through-block pathways and trails improving ties from the district to surrounding neighborhoods		M	\$\$	★★	LHN, COS, LHDA, DV, LO	<ul style="list-style-type: none"> • See Chapter 4 for recommended locations • May also aid goals implemented via Vehicular Context, Building Context, Public Realm

PC-02 – Install improved pedestrian crossings at key locations, including possible flashing beacon crossings (RRFB/HAWKs) or median crossings	✓	M	\$\$\$	★★★	LHN, COS, LHDA, STA	<ul style="list-style-type: none"> • See Chapter 4 for recommended locations • Coordinated with and/or directed by VC-01
PC-03 – Implement streetscape revisions/improvements outlined in Chapter 4 (those outside the scope of / not further defined by VC-01 and/or VC-03)		L	\$\$\$	★★★	LHN, COS, LHDA, STA	<ul style="list-style-type: none"> • May also aid goals implemented via Pedestrian Context, Public Realm

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Building Context Actions – Actions to diversify land uses and improve the look and function of buildings						
Action / Program	First Steps	Timeframe	Cost	Benefit	Actors	Notes
BC-01 – Identify and promote pilot projects for compatible mixed-use housing	✓	M	\$	★★★	COS, LHDA, DV, LO	<ul style="list-style-type: none"> • Coordinate with PM-05 • See Chapter 4 for potential locations • May also aid goals implemented via Public Realm
BC-02 – Evaluate and create site-specific redevelopment options for the STA Park and Ride facility		S	\$	★★	COS, LHDA, DV, STA	
BC-03 – Explore the “edge retail” concept for limited, small (neighborhood-scale) commercial uses in and near the district edges		L	\$	★	COS, LHN, LHDA	<ul style="list-style-type: none"> • Investigate during comprehensive plan cycles, consider as developer interest emerges • May also aid goals implemented via Public Realm

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Public Realm Context Actions – Actions to create, improve and activate parks, recreational facilities, trails, and public gathering spaces

Action / Program	First Steps	Timeframe	Cost	Benefit	Actors	Notes
PR-01 – Pursue “grey to green” strategies that reduce asphalt and reuse the land		M	\$	★★	LHN, COS, LHDA	<ul style="list-style-type: none"> • May also aid goals implemented via Building Context
PR-02 – Create a master plan for Thornton Murphy Park, supporting concepts and objectives outlined in Chapter 4	✓	S	\$ \$	★★★★	LHN, COS, LHDA, SPK, SPS	<ul style="list-style-type: none"> • Concurrent or combined with VC-03 • May also aid goals implemented via Building Context, Public Realm • Coordinate with schools, senior community re: facility needs • Consider Planned Action Ordinance (PAO) approach to spur investment
PR-03 – Bring in an “activity anchor” such as YMCA, providing public-realm gathering space and service assets to the district	✓	S	\$	★★★	LHN, COS, LHDA, DV, LO, SPK	<ul style="list-style-type: none"> • May also aid goals implemented via Public Realm • May support PM-06, PM-07 actions • Consider Planned Action Ordinance (PAO) option to spur investment, partnerships

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Appendix

Market Strategy

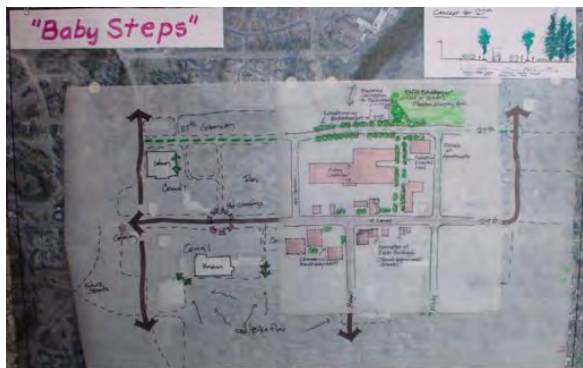


Lincoln Heights
DISTRICT
CENTER Plan

Lincoln Heights Market Strategy

Date January 2016
To Bill Grimes and Rick Hastings, Studio Cascade
From Brian Vanneman, Leland Consulting Group

Plan Alternatives



National Context

Nationally, real estate trends generally favor development that is infill and mixed-use, with a set of both urban and suburban attributes.

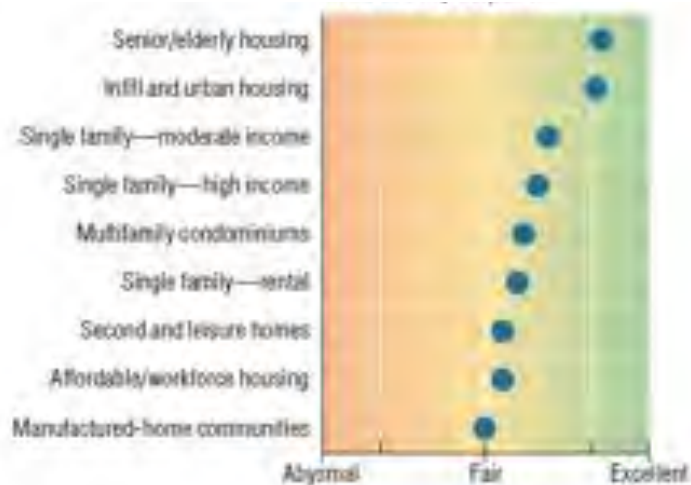
While outward, suburban development will continue in most metropolitan regions, urban infill development and redevelopment holds very strong appeal for Americans of all ages, and particularly the millennial and baby boomer groups, which are the country's largest demographic cohorts.

This trend of strong urban growth has been identified by numerous policy and media outlets, including the Wall Street Journal, whose 2013 article “U.S. Cities Growing Faster Than Suburbs” stated that:

America's biggest cities are continuing to outgrow their suburbs...The nation's 51 largest metropolitan areas — those with populations over one million — saw their city populations grow 1.12% between July 2011 and July 2012, up from 1.03% a year earlier and an average of 0.42% between 2000 and 2010, according to an analysis of Census data by demographer William Frey of the Brookings Institution in Washington. By contrast, these cities' suburbs grew just 0.97% last year, higher than 2011's 0.96% but far below the average of 1.38% in the previous decade.

Figure 1 below shows an annual investment forecast prepared by the *Urban Land Institute* (ULI) in *Emerging Trends in Real Estate*, 2016. The ULI is national association of real estate development and land use professionals. This year, similar to other recent years, the ULI is forecasting the highest demand and best prospects for the senior and infill/urban housing types. This is another reflection of the strong demand shown by Americans for interesting, mixed-use, pedestrian-oriented urban environments.

Figure 1. Investment Prospects for Residential Property Types, 2016



Another factor that favors infill development in cities like Spokane is ULI's 2016 *Emerging Trends* recommendation that developers “**Go to Key Secondary Markets**”

Price resistance is an issue for gateway markets [the country's largest cities].

Secondary markets... are emerging as great relative value propositions. Such markets are “hip, urban, walkable, and attractive to the millennials” while providing

better future opportunities for rising net income and appreciation than the 24-hour city markets that led the post–financial crisis real estate recovery.

These secondary markets... boast lower costs of living—particularly in housing—and strong growth potential... With this positive liquidity profile and socioeconomic fundamentals, asset selection in secondary markets should pay off as a 2016 strategy.

Remaking the Mall

Another national trend that favors mixed-use redevelopment at Lincoln Place, is that owners of retail centers are—in certain circumstances—showing strong interest in transforming malls, and community and neighborhood shopping centers.

These transformations have at least two key attributes. First, developers and owners are transitioning the properties from destinations that feature purely retail uses, into *mixed use centers* that include retail, office, entertainment, dining, housing, and other uses. Second, the retail centers are being redesigned so that they convey a *greater sense of place*, feature more outdoor shopping and gathering places, and provide patrons an experiential opportunity to socialize, dine, and linger. Some successful completed examples of this movement are listed below, with images following. Some examples (such as University Place and The Village) do not include housing; however, there are such desirable places that they will likely have the potential to attract housing and other uses in future development phases, and thereby join true mixed use projects such as Thornton Place / Northgate, Santana Row, and others.

- Thornton Place / Northgate Mall, Seattle, Washington, <http://thorntonplaceliving.com/neighborhood/>
- University Village, Seattle, Washington
- Old Mill District, Bend, Oregon, <http://www.theoldmill.com/>, including Mill Quarter Townhomes and Plaza Condominiums
- Belmar, Lakewood, Colorado, <http://www.belmarcolorado.com/>
- The Village at Meridian, Idaho,
- Santana Row, San Jose
- Bay Street, Emeryville, California

Mall and retail center rehab is possible in part because of some of the special aspects of these sites. They are typically:

- Very well located along major arterials and convenient to a large population base
- Already well known as centers for social life and commerce
- Large sites that feature large fields of surface parking with the potential to be redeveloped
- Controlled by one owner or a small group of owners that understand real estate development
- Sometimes experiencing high vacancies throughout or in certain areas, which signals to owners the possibility for a higher and better use
- Either zoned for a mix of uses, or a place where stakeholders can support rezoning
- Sometimes dilapidated, in which case stakeholders support reuse to generate more attractive gateways and much greater tax revenues
- Adequately served by water, sanitary sewer, transit, and other urban services.

Figure 2. Thornton Place at Northgate Mall, Seattle



Source: <http://thorntonplaceliving.com/neighborhood/>

Figure 3. University Village, Seattle



Source: <https://uvillage.com/about/>

ULI's report *Ten Principles for Rethinking the Mall* calls for retail owners and communities to rethink the mall's potential by taking actions such as:

Exploit the mall redevelopment opportunity by creating a vision for the entire district: develop a master plan in which the mall site is a key anchor. Look for and capitalize on opportunities to expand the investment into surrounding residential and commercial neighborhoods to strengthen and revitalize them. Identify

synergies with other development opportunities. Plan and integrate your efforts accordingly.

Integrate the mall site, to the extent possible, with other community anchors such as cultural facilities, civic buildings, municipal parks, office concentrations, and nearby streetfront retailing and restaurant clusters. Integration can increase the market draw, expand the trade area, and create a more compelling destination for the mall site as well as for the larger district. But it's important to ensure that onsite and off-site uses create synergy—are complementary—and don't cannibalize each other. Joint marketing can help.

Source: Rethinking the Mall, http://www.uli.org/wp-content/uploads/ULI-Documents/Tp_Mall.ashx_.pdf

Interest in, and demand for, places that are pedestrian-friendly and mixed-use is truly a national trend, and this demand can be seen throughout the mountain west in cities such as Spokane, Boise, Salt Lake City, and Bend.

However, while the underlying consumer demand and preferences for this development may be similar in Spokane and Seattle, expectations about the scale, amount, and pace of development that can take place in Lincoln Heights need to be realistic, and calibrated for the Spokane market.

Spokane Context

Spokane's economy and development market is now healthy again, after prolonged challenges during the national recession.

Projects and districts that are relevant to Lincoln Heights, and suggest that redevelopment is possible in the subject district, including ongoing Downtown revitalization, the U District, Kendall Yards, and South Perry Street. All of these places are reflections of Spokane residents' interest in walkable, mixed-use places.

Kendall Yards, shown below, is a good example of the types of land uses and scales that are possible in the Lincoln Heights District Center over the medium and long-terms. The housing, retail, and offices at Kendall Yards are attractive and create an environment that is very enjoyable to walk around and linger in. The streetscapes and park areas are high quality. Most of the housing units are much lower-maintenance than traditional suburban homes, and this lower maintenance lifestyle has particular appeal to baby boomers who want to stay involved in their communities, but spend less time mowing lawns and doing home maintenance projects.

Kendall Yards certainly benefits from some special amenities that Lincoln Heights does not have, such as immediate proximity to downtown Spokane, and incredible views. That said, Lincoln Heights also has some distinctive attributes, which are described further below.

Note that most or all development at Kendall Yards features surface, not structure, parking, and development at the Lincoln Heights center would also likely be surface parked, at least in the next decade. Structured parking is very expensive (typically \$35,000 per space or more) and therefore is only feasible in downtowns and very hot real estate markets such as Puget Sound. Nonetheless, Kendall Yards shows that attractive, walkable, mixed use places are possible without structure parking.

Figure 4. Kendall Yards: Housing and Commercial Offices



Source: <http://www.kendallyards.com>

According to commercial real estate firm NAI Black and other sources, a number of significant development and redevelopment projects show that Downtown Spokane is maintaining momentum as it emerges from the recession, and residents and businesses interest in mixed use, urban environments. These projects include the:

- 716-room Grand Hotel Spokane
- 90,000 square foot expansion of the Convention Center
- Ridpath Hotel adaptive (apartment) reuse project
- Adaptive reuse and reinvestment in buildings in the downtown core such as the former Huppin's building, Dutch's building, Bennett Block, Globe building, and Hutton Building.

The U District continues to expand, with projects that include the WSU's Pharmaceutical & Biomedical Building, the Gonzaga student housing dorm, and other projects.

South Perry Street, shown below, offers another example of a pleasant and pedestrian friendly environment, though at a different scale. South Perry Street was consistently mentioned by participants in the Lincoln Heights planning process as a model of a successful district-scale main street. In fact, most buildings on the street are just one story. Strong design features of the street include:

- Two travel lanes and moderate traffic volumes, which make Perry relatively easy to cross
- Curb extensions that shorten street crossing distances
- Sidewalks wide enough for several pedestrians to walk abreast, and,
- Street trees and historic streetlights

Figure 5. South Perry Street



Source: Spokesman-Review / Spokanerising.com.

Of note is that private sector business owners have responded to the quality streetscape by investing their buildings, and have been able to attract a variety of food and beverage, retail, and general commercial tenants. This is an example of high quality public infrastructure attracting private investment. In fact, urban scholar Alexander Garvin defines urban planning as “public action that generates a sustained and widespread private market reaction, which improves the quality of life of the affected community.” This principal can be used in the Lincoln Heights center.

While South Perry Street offers some lessons for Lincoln Heights, it should be noted that, in South Perry, the retail center has revitalized through the adaptive reuse of historic buildings, which is sometimes easier since early-20th century buildings are close to the street, feature attractive design, and can be rehabbed incrementally. By contrast, street-fronting retail in Lincoln Heights would need to be through new construction, which has its own challenges and cannot be completed incrementally.

Local Context: Lincoln Heights and South Hill

The Lincoln Heights District Center benefits from a number of positive attributes that indicate that redevelopment here is more likely than in other locations. These include the following, which are explained in greater detail below:

- Relatively high household incomes and therefore the capacity to purchase retail goods, homes, and other goods
- High educational attainment
- Recent growth and expansion, from the mid-20th century to the present
- High traffic volumes, which confers high visibility to the site.
- Surrounding residential neighborhoods
- Thornton Murphy Park and Lincoln Park.

Market-rate real estate developers typically look for attributes of this sort, which indicate an economically vibrant area. However, developers of various “product types”—e.g., retail, rental or owner-occupied housing, office—may each seek additional metrics that further demonstrate demand for that product; not all relevant metrics can be covered here.

Several key properties in the District Center feature the types of locational attributes summarized on page 3. For example, the

A number of recent district improvements show ongoing positive momentum. These include:

- Significant façade and public realm improvements at the Lincoln Heights Shopping Center
- The opening of Trader Joes in 2011. Trader Joes can be considered an “anchor tenant” that will attract shoppers from a wide area, who can then shop at other adjacent “inline tenants.”
- The Apartments at the Summit, an 11-story, 65-unit senior rental housing expansion to the Rockwood Retirement Center. This is a major, large-scale project that should redefine a new high end for retirement living on South Hill, attract attention to Lincoln Heights, and put in place a sizable population of residents who can shop in the center.



<http://www.rockwoodretirement.org/>

There are also smaller investments in addition to the major ones above, for example, an owner-occupied office building at 29th and Southeast Boulevard.

Rental multifamily housing development continues in the general vicinity, largely to the south, and in the form of garden apartments and senior housing. While these projects are not within the boundaries of the Lincoln Heights Center, they create additional demand for the goods and experiences that the center can provide. One such senior housing complex, the Affinity, is shown below. The form the of the project—three stories of wood-frame construction along with landscaping and surface parking—is typical for the area.

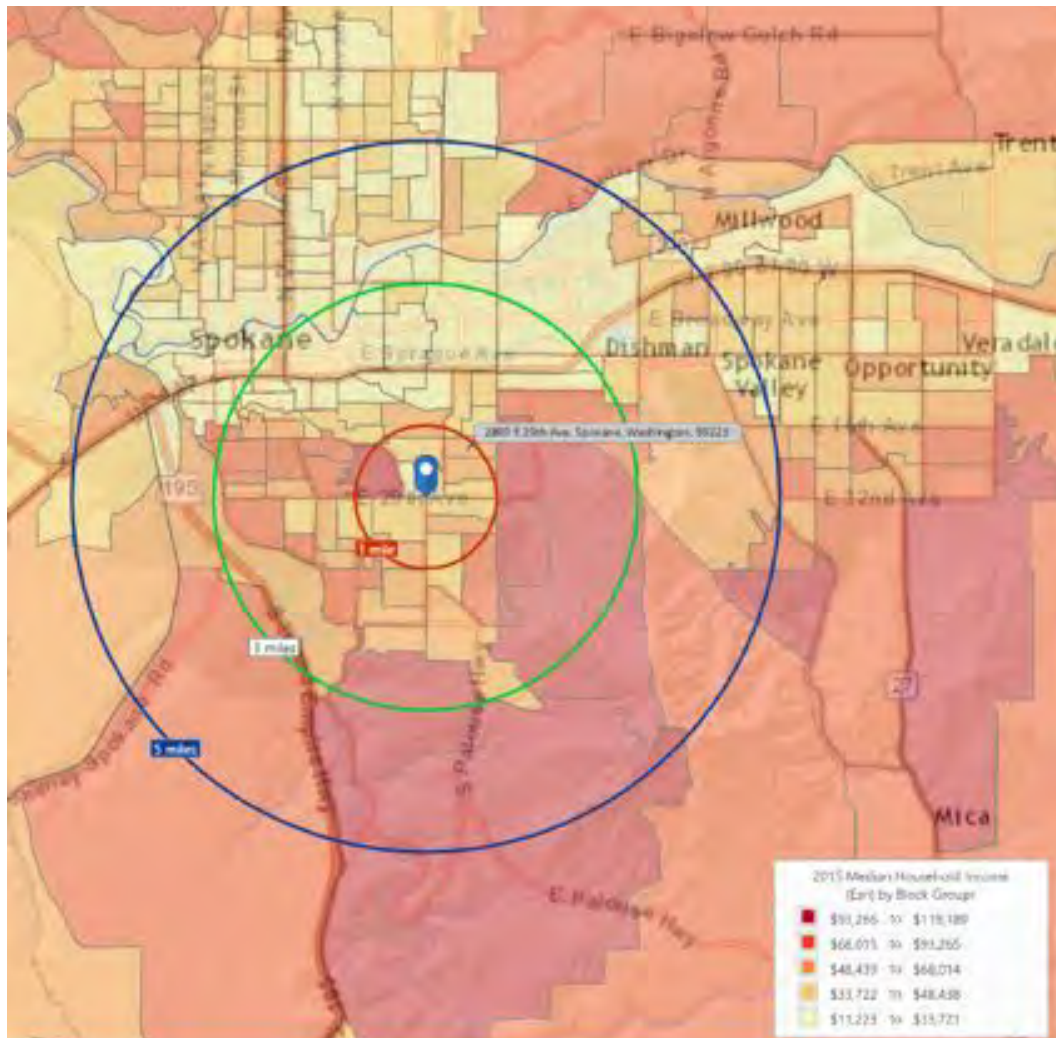


<http://www.apartments.com/>

Demographics

Figure 6 below shows median household incomes by US Census block groups, in the City of Spokane and surrounding areas. The Lincoln Heights District Center is shown as a place mark, at the center of 1, 3, and 5 mile concentric circles. The 1 and 3-mile areas are referenced several times in this section, since real estate developers, retail tenants, and others use them to understand the demographics in a given market area. Figure 6 shows that high income households are concentrated in the South Hill area, particularly to the west of Lincoln Heights, and to the east and south, beyond the City of Spokane boundary.

Figure 6. Median Household Incomes, Spokane region



Source: US Census, ESRI business analyst.

Figure X below provides another perspective on household incomes. Current (2013) median incomes for the Lincoln Heights 3 and 1 mile areas are significantly higher than those in the city. In addition, ESRI business analyst service projects that incomes in the 1-mile area will grow quickly (between 2013 and 2020), nearly catching incomes in the 3-mile area by 2020. This suggests that the demographic and economic indicators used by ESRI indicate the entry of higher income households to the area, perhaps due to higher-end senior housing, desirable new retailers, or other. Higher income households generally indicate demand for market-rate housing and suggest ongoing support for retail goods and services. In addition, office space tends to locate near executive residences.

Figure 7

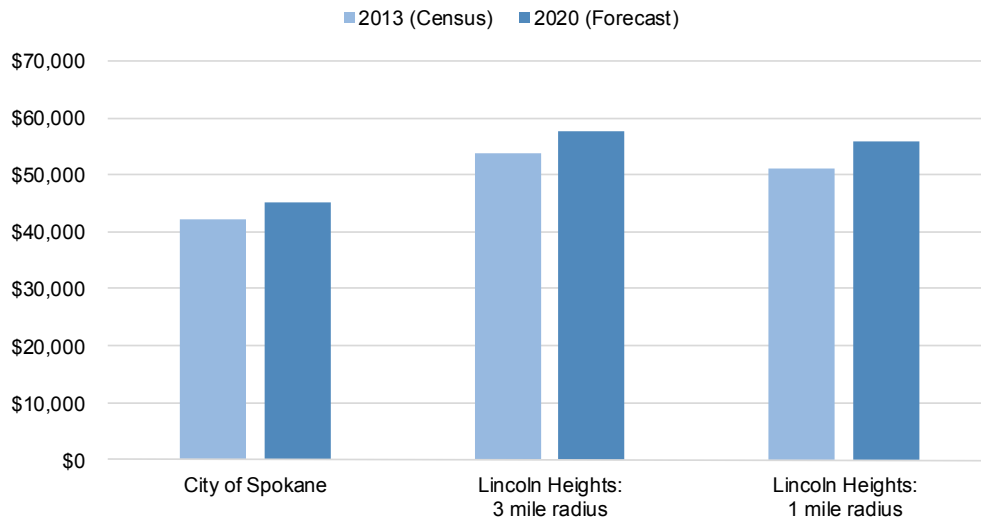


Figure X shows the percentage of each population with a bachelor's degree and shows that residents of the Lincoln Heights area tend to have higher levels of educational attainment than the rest of the City of Spokane. Educational attainment is another metric that some retailers look for; Trader Joe's reportedly seeks out locations with a high rate of college-educated residents.

Figure 8. Percent of Population with a Bachelor's Degree

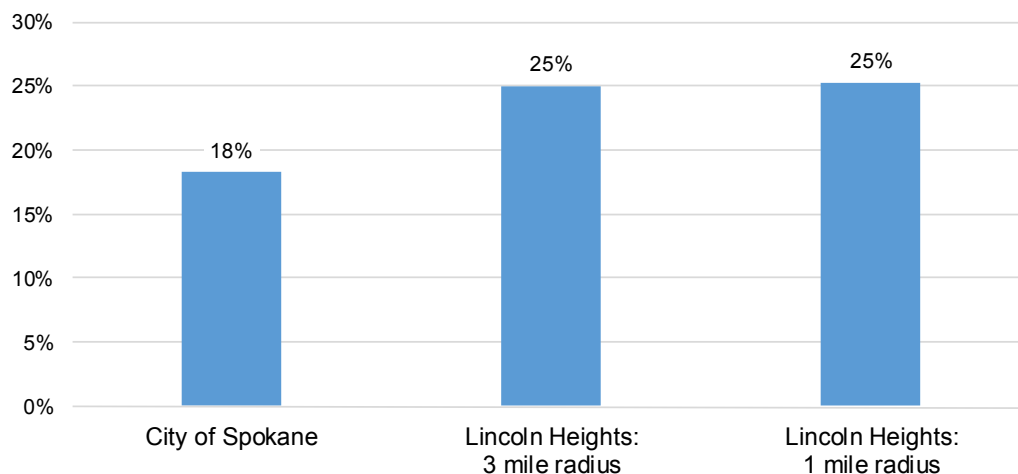


Figure X shows the percent of housing built by decade in the city and in the Lincoln Heights 3 and 1-mile areas. This shows that Lincoln Heights experienced a building boom in the 1980s and especially the 1990s. In the 2000s, building slowed somewhat, to rates similar to the city-wide average. Very little housing has been between 2010 and 2015 in any of these areas, likely due to the lingering impacts of the recession. This shows that Lincoln Heights and South Hill are generally newer areas where growth has been strong in past recent decades. Assuming the country's economy continues to perform better than the 2008 to 2012 period, population growth in and around South Hill should continue. There will also be infill opportunities to match the "greenfield" growth that took place in the 1980s through 2000s.

Figure 9. Percent of Housing by Decade Built

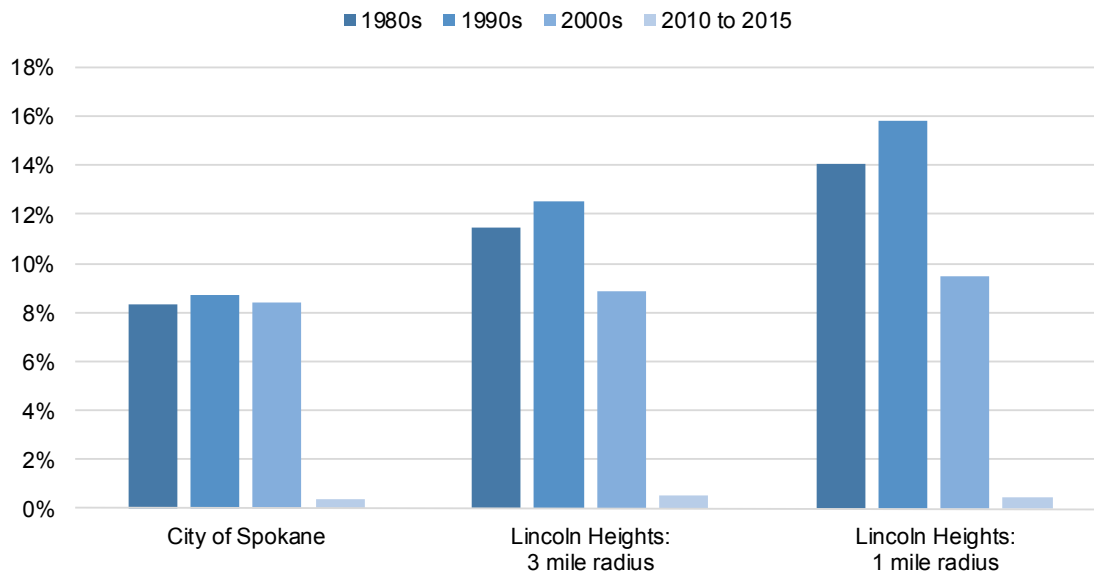
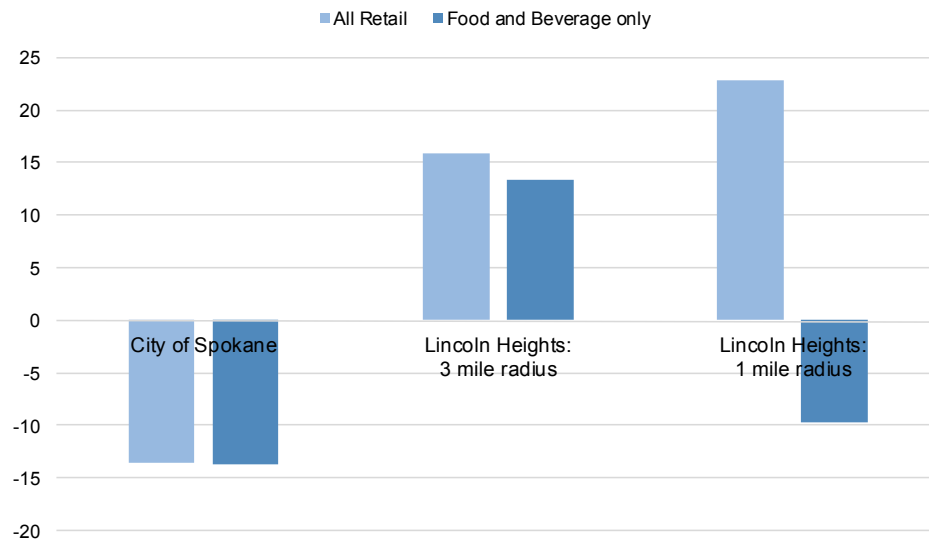


Figure X shows the retail leakage (negative numbers) or surplus (positive numbers) factor for the city and Lincoln Heights. Retail leakage is taking place in Spokane; in other words, Spokane residents are spending a significant portion of their retail dollars outside of the city. By contrast, the Lincoln Heights 3-mile area shows a significant retail surplus; in other words, this is a retail center where residents from surrounding areas spend retail dollars. The Lincoln Heights 1-mile area is mixed. For "all retail," the area is also a center and shows a surplus. However, for food and beverage (e.g., restaurants) leakage is taking place. One conclusion is that, for the 3 and 1-mile areas, opportunities to attract additional retail may be limited, since the area is already attracting more than its "fair share" of retailers and spending. However, in the localized 1-mile area, there may be opportunities to add more restaurants.

Figure 10. Retail Leakage Factor

Retail in general is not currently a preferred property type for developers and investors. This is because retail spending continues to move online, some retail categories have been eliminated by the internet (e.g., book and movie rental stores), and existing retailers do not need as much space to warehouse items due to technological improvements to supply chains. However, retail, commercial, and restaurants that emphasize experience that can be shared by friends and family—from brew pubs to gourmet grocers—continues to do relatively well. These are the experiences that the new mixed-use centers provide, and they cannot be provided on-line.

In conclusion, very few locations nationwide merit large-scale expansions of retail square footage. Instead of expansions, many retail centers will be rehabed, redeveloped, and reinvented within their existing footprints. New tenants, especially those that emphasize distinctive experiences, will continue to arrive in markets across the country and replace existing tenants.

The image below shows E 29th Avenue, just east of Regal Street. Despite the positive income, education, and historic growth patterns described above, 29th is not an enjoyable street for pedestrians to walk and shop on, and therefore it is not a street where developers are likely to invest and build new retail, commercial, office, or housing projects. The environment is not pedestrian friendly because sidewalks are narrow, auto traffic volumes and speeds are relatively high, crossing the street is difficult, and (with the exception of a few older storefronts), there are very few stores on the street that would make a walk interesting or practical.



What We Heard: Community Input

During the November 2015 Lincoln Heights storefront studio, LCG staff discussed the future of the District Center with residents, City staff, business owners, and key property owners. Along with resident input, and due to LCG's role as real estate development advisor, our focus was on connecting with property and business owners, and therefore their input receives emphasis below. In addition, it should be said that the discussions were informal and preliminary. Property and business owners did not formally commit to any actions, or put their preferences in writing. Some key takeaways from the storefront studio were:

- **Property owners broadly supported the “Coming To” scenario.** These property owners include Vandervert and NAI Black, who together own several of the largest and best-located properties in the district center. The property owners generally supported major enhancements to 29th Avenue (including conversion to three lanes, widening sidewalks, and adding landscaping and street trees) in order make this major thoroughfare more pedestrian friendly, and more suitable for new commercial and potentially residential development.
 - In addition, property owners supported the concept of transitioning the center into a mixed-use environment over the long term, even if some of the elements of a plan could not be achieved in the near term.
 - Property owners were interested in potentially attracting more large-scale fashion tenants over the long term, which could increase the “market area” for the center (i.e., attract shoppers from a broader area). Fashion along with food and beverage are often key components of the new generation of mixed-use and lifestyle centers, since fashion shoppers tend to linger longer than those doing convenience
 - The participation, engagement, and support of these property owners is critical to realizing ambitious change in the center—particularly the Coming To scenario—since these property owners control the largest and best-located sites, and therefore the types of uses that are built there in the future.

- **Other stakeholders had a wide variety of opinions regarding the different scenarios;** LCG did not perceive a clear consensus. LCG participated in many different conversations about the future of the Lincoln Heights center during the two-day studio, and did not quantify stakeholders' input. Among the stakeholders, there were both supporters and detractors for each of the three plan alternatives. Some preferred the modest change in the "Baby Steps" scenario, while others supported the mixed-use, pedestrian friendly environment in the "Going To" scenario. The concerns of those who did not support Going To seemed to center around concerns about more traffic congestion in the future.
 - Given the varied opinions expressed at the storefront studio, LCG recommends that the City and others continue to maintain an open dialogue with stakeholders in order to develop a greater consensus around the preferred alternative.

Development Types

Housing

In the future, the Lincoln Heights District Center should include more housing of a variety of types. Housing is appropriate because:

- The Spokane region is growing, with more households moving to the area every year.
- South Hill and Lincoln Heights remain a popular location.
- Higher than average incomes in the area suggest that market-rate housing will be feasible.
- Senior and rental housing projects are under construction or recently completed in the area.
- The popularity of Kendall Yards and other projects in and near downtown demonstrate the popularity of mixed-use, walkable places.
- Housing can complement the existing retail cluster in the center. Those seeking urban environments want to be able to walk to goods and services; and more rooftops will increase support for existing retail.

Some of the types of housing appropriate for the area are shown below and include:

- Townhomes
- Apartments
- Senior Housing of varying scales
- Affordable Housing

The housing built in the first decade or more is likely to feature surface parking and be a maximum of three or four stories, similar in scale to Kendall Yards, since structured parking projects do not pencil outside of very high-demand downtowns and other urban areas.

The density (dwelling units per acre) for most of these projects should range between 15 and 35 units per acre. It is possible that some senior housing projects could achieve slightly higher densities (e.g., 40 units per acre) since units tend to be smaller and less parking is required.

Townhouses



Urban Apartments



Housing types that could come later, after the above housing types are built and operating successfully are:

- Condominiums
- Mixed Use projects, i.e., housing above first-floor retail and structured parking.

Community Uses

One community use that was mentioned frequently was a community athletic center/health club such as a YMCA. Such a use could be a great social and activity hub for Lincoln Heights, and could be a great complement to Thornton Murphy Park. The existing YMCA's in the City of Spokane are both located on the north side of the river, so a YMCA on this site could serve a large population on South Hill. This is a potential use, and property owners and developers should conduct additional analysis to determine if it is feasible.

Retail

The total amount (square feet) and footprint (acres including parking) of retail space in the District Center is not likely to grow significantly. In fact, some retailers may close in coming years as the retail environment becomes more competitive and more spending takes place online. One exception is a larger fashion tenant, which is of interest to current property owners.

The potential is to transition the existing center, including retailers, into formats that are more pedestrian friendly, and more integrated with housing, community, and office uses.

As this transition takes place, additional retail types are often:

- Restaurants, food and beverage
- In-line fashion, e.g., Eddie Bauer
- Experiential, e.g., do-it-yourself ceramic painting
- Other main street retail

New tenants. Total amount of retail square footage is unlikely to change much.

Office

Some office
20,000 to 50,000 SF

Commercial office, title companies

Lodging

Look for opportunity to add hotel.

Recommended Implementation Actions

ULI Report Recommendations

- Create a merchants' association
- [Bike and ped improvements](#)
- Zoning
- Create a theme
- Establish gateways
- Make 27th Ave the heart
- Slow traffic on 29th
- Make pedestrian improvements
- Tame intersection at 29th & Regal
- Make through-block pathways
- Define streetscaping
- Give lighting precedence
- Reduce asphalt
- Create a parking management strategy
- Customize code with housing incentives
- [YMCA](#)



Appendix

Transportation Memos



**Lincoln Heights
DISTRICT
CENTER Plan**

MEMORANDUM

Date: October 22, 2015

Subject: **Lincoln Heights Background Research**

SE15-0413

Workshop Comments

The workshop presented two vehicular strategies: slowing traffic on 29th through lane reductions or bulb-outs and taming the 29th & Regal intersection to accommodate transit. Public comment tended to be supportive although there were some opponents. One of the “big ideas” is to make 27th more of the ped/bike heart of the area while maintaining vehicular capacity on 29th.

ULI Report

Underutilized surface parking lots are prime development opportunities.

Neighborhood Concerns

- 29th & Regal is a major concern for all modes – no other details provided
- 27th anecdotally has increased traffic and speeding – very wide open ROW, nothing to slow drivers down. Adding sidewalks (missing on south side), a bike facility, or landscaped buffers could help narrow the road/slow speeds.
- Not pleasant to walk
- Lots of seniors use non-signalized mid-block crossing to get to Rosauers Grocery.
Potential solution: HAWK or other treatment
- Bike facility on Southeast Blvd is good, but doesn't connect to center
- Connectivity to adjacent parks and other points of interest

The map displays the Lincoln Heights Elementary area with various streets and landmarks. Key streets include E Rockwood Blvd, S Southeast Blvd, E 29th Ave, and E 37th Ave. Landmarks such as Lincoln Heights Elementary, Regal, and a Library are marked. A legend in the bottom right corner defines street types: Principal (red line), Minor (green line), Collector (purple line), and Local Streets (grey line). It also shows existing designated arterials with a blue circle and checkmark symbol.

A map of Southeast Blvd in the Regal area of Atlanta, Georgia. The map shows the proposed bike lane (red line) and marked shared roadway (blue line) along Southeast Blvd. The bike lane is shown as a red line with a red circle at the intersection with E 29th Ave. The marked shared roadway is shown as a blue line with a blue circle at the intersection with E 29th Ave. The map also shows other streets such as E 25th Ave, E 27th Ave, E 28th Ave, E 29th Ave, E 30th Ave, E 31st Ave, E 32nd Ave, E 33rd Ave, E 34th Ave, E 35th Ave, E 36th Ave, E 37th Ave, E 38th Ave, E 39th Ave, E 40th Ave, E 41st Ave, E 42nd Ave, E 43rd Ave, E 44th Ave, E 45th Ave, E 46th Ave, E 47th Ave, E 48th Ave, E 49th Ave, E 50th Ave, E 51st Ave, E 52nd Ave, E 53rd Ave, E 54th Ave, E 55th Ave, E 56th Ave, E 57th Ave, E 58th Ave, E 59th Ave, E 60th Ave, E 61st Ave, E 62nd Ave, E 63rd Ave, E 64th Ave, E 65th Ave, E 66th Ave, E 67th Ave, E 68th Ave, E 69th Ave, E 70th Ave, E 71st Ave, E 72nd Ave, E 73rd Ave, E 74th Ave, E 75th Ave, E 76th Ave, E 77th Ave, E 78th Ave, E 79th Ave, E 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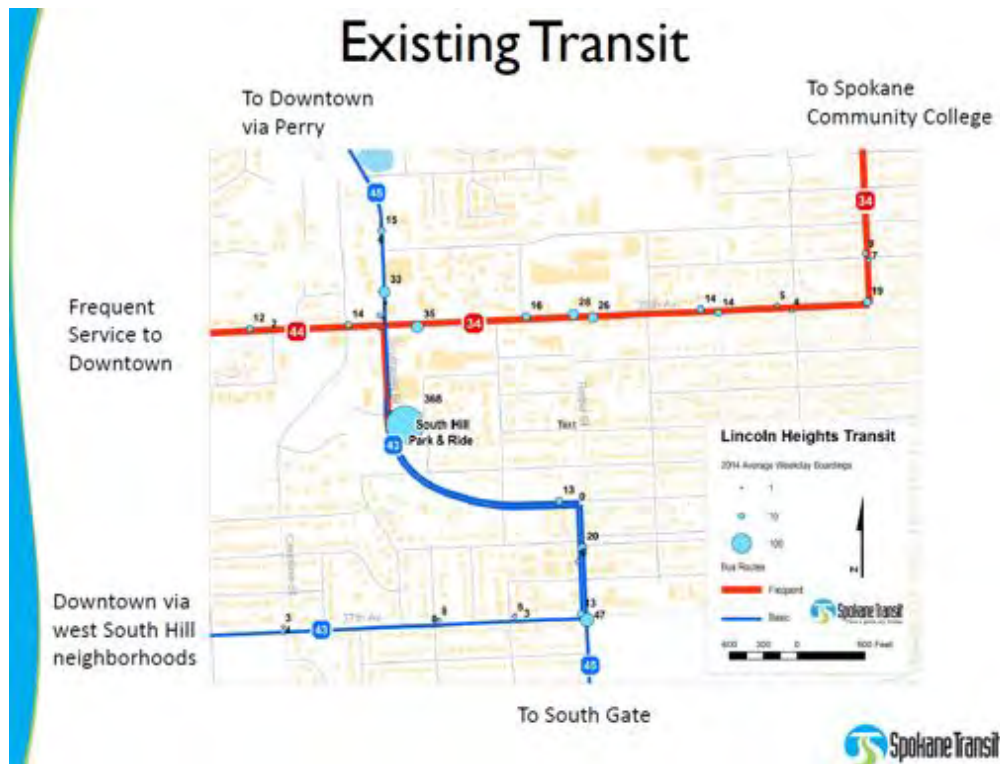


Numbers are Traffic Counts; yellow # lower to red # higher.
Red circle is one mile radius from 29th & Regal; Pulled from web on 5/28/2015²²



A second source (City Planning & Development, June 2015) Data from 2009-2010:







South Hill Connectivity and Livability Strategic Plan

Several neighborhoods combined resources to develop the South Hill Connectivity and Livability Strategic Plan in 2014. This included identifying transportation projects in Lincoln Heights:

- Arterial streetscape improvements on 29th and Southeast Blvd

K	Arterial Streetscape Improvement	Improve vehicular circulation (especially turning movements) and pedestrian/bicycle crossings; improve aesthetics	E 29th Ave (between Southeast and Fiske) Southeast Blvd (between Rockwood Blvd and 29th Ave)	Very few pedestrian amenities; mid-block crossing would benefit from additional improvements; opportunities for driveway consolidation
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- Greenway on 27th

F	Greenway	Bike and ped thoroughfare. Connect Lincoln Heights DC and Thorton Murphy Park to Lincoln Park to Ben Burr Trail and Underhill Park	27th Ave, South East Blvd, Lincoln Park access road, 17th, Fiske, Ben Burr Trail	Treatment may include sharrows, signage, channelization islands (to restrict through auto traffic), bulbouts, etc.
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Open House Summary

- Some participants mentioned difficulty making turns into retail areas and having to cross the double yellow line. That could bring support for a TWLTL/road diet on 29th.
- 29th not ped friendly, too close to fast traffic. Potential solution: landscaped buffers added as part of road diet.
- Lots of speeding concerns.
- No eastbound left turn arrow at 29th/Regal. Potential solution: signal revision as part of road diet.
- Traffic overflows from left turn lane on 29th/Ray west side.
- Traffic stacks up for blocks at 29th/Freya during rush hour (4-way stop).

South Perry District streetscape project

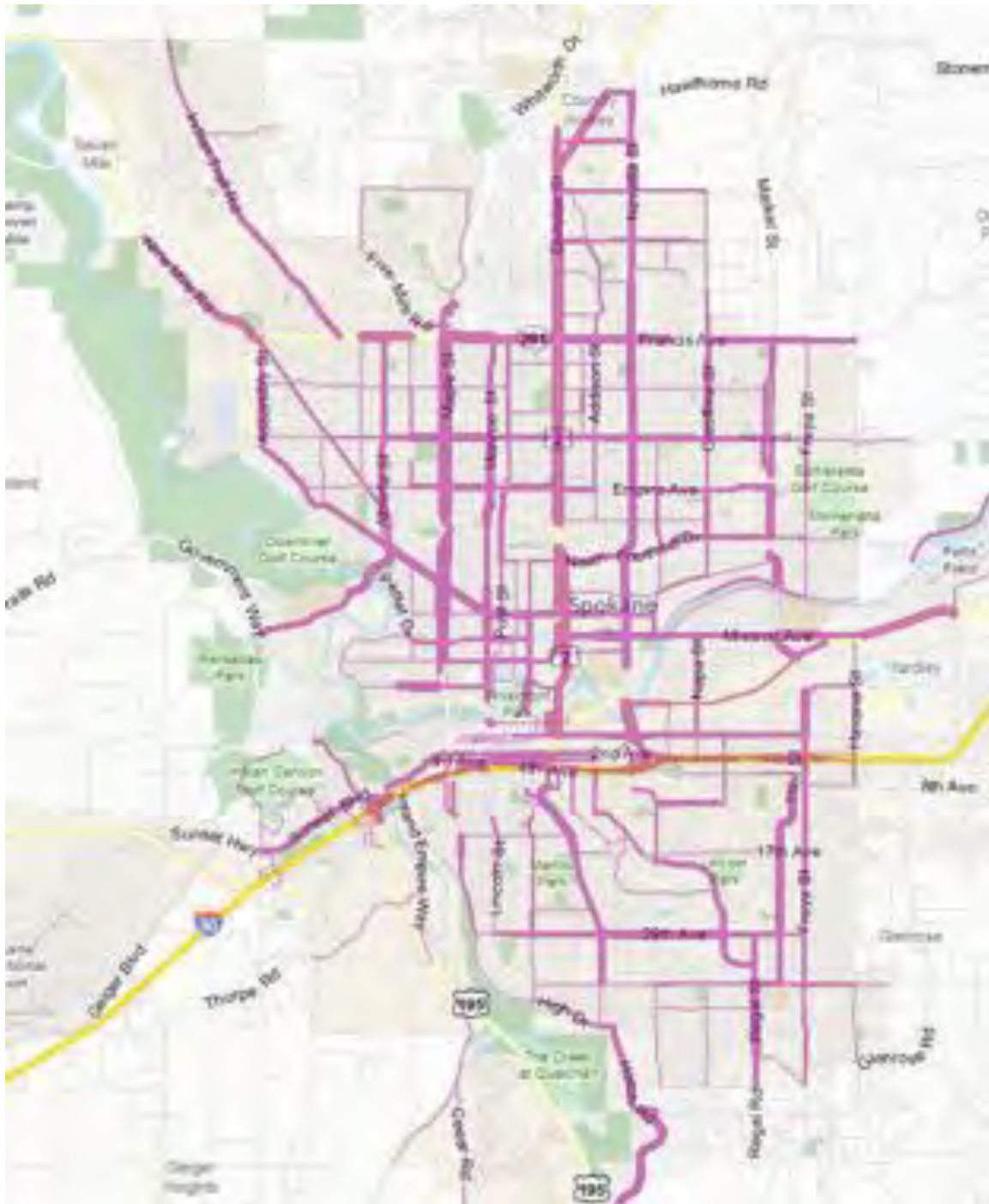
Streetscape revitalization constructed in 2007. Improvements included new sidewalks, bulb-outs, transit shelters, street trees, pedestrian lighting and seating. The business district has thrived since then with lots of new businesses opening.

Spokane Comprehensive Plan

- 29th is identified as a concurrency management corridor (2008 document)
- 29th & Regal has a LOS F/85 second max on the 2012 Transportation Concurrency LOS map.
- Fun fact! 29th & Regal was the original southeast corner of the city limits (circa 1891).



Traffic flow map (unknown source—image from our data collection folder):





IDEAS

Road diet on 29th – one through lane each direction, TWLTL, add landscaped buffers to make walking more pleasant. Signal modification at 29th/Regal to allow eastbound protected lefts.

29th has a ton of driveways. As the area develops, they should focus on access management to limit the number of driveways.

27th currently has ~40 feet of ROW. Add sidewalk to south side, ideally with landscaped buffers. There is also room for some type of bike facility.

Greenway or bike facility on Fiske to add connection between Southeast Blvd bike lanes , the residential neighborhood, shopping area, and park.

HAWK or other mid-block treatments on 29th for safety and to encourage “park once.” Needed across from Rosauer’s and along other major desire lines.

Overall transportation context

Lincoln Heights is a mid-century center that is flanked by two major commuter corridors (29th and Ray), as well as several of the City's minor arterials (Regal and Southeast). These corridors experience peak hour congestion, particularly 29th in the vicinity of the Lincoln Heights Shopping Center as evening commuters jostle with vehicles accessing businesses within the undivided four-lane cross-section.

In the long term, this corridor is also envisioned as a key component of Spokane Transit Authority's High Performance Transit Network (HPTN).

While this project seeks to activate the district to make it a more appealing place to linger, walk, ride a bike, or access by transit, the overall project must be mindful of the role of the underlying street network in supporting citywide mobility.

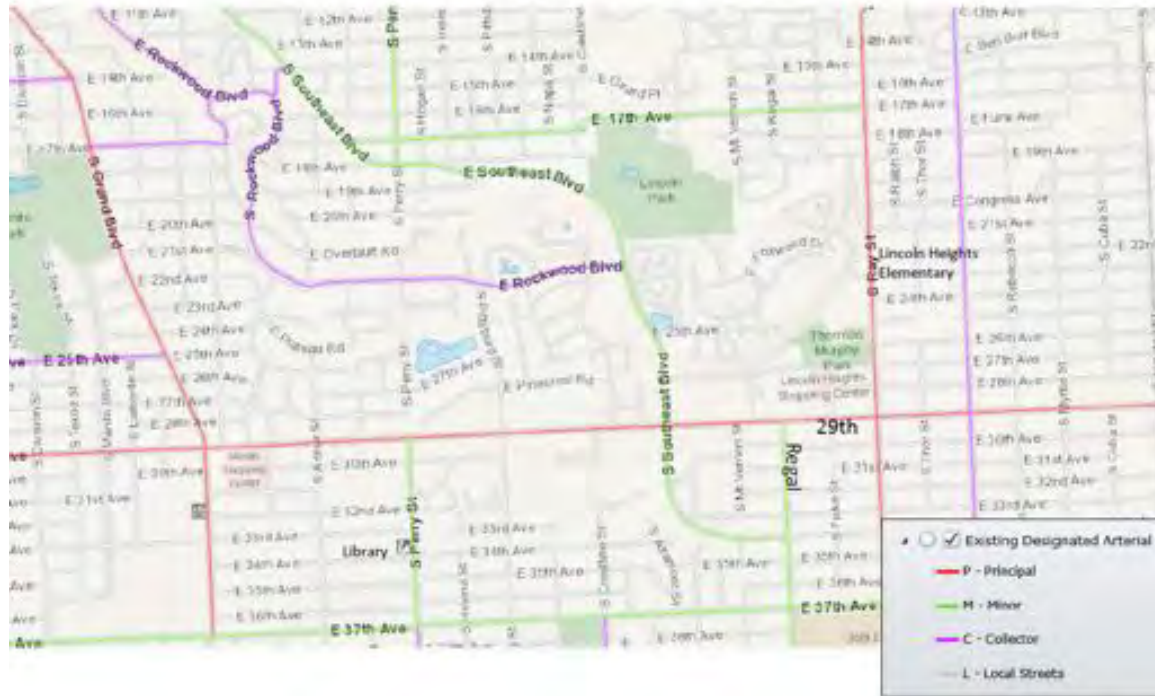
Existing transportation characteristics in the planning area

The following maps provide a snapshot of the existing transportation network. The first map shows the current functional classification of streets, which provides guidance on the role of each street in serving City mobility. As the map shows, 29th and Ray are principal arterials, meaning that they are very important connections for vehicles, transit, and potentially freight. Any modifications recommends for these streets must be mindful of maintaining reasonable vehicular operations and safety. Similarly, Regal and Southeast are minor arterials, meaning that they are not expected to carry as high of volumes, but are critical components of the street network. Of note, 27th is currently classified as a local street. Field observations and discussion with neighbors suggest that 27th serves more as a collector connecting local streets with the City's arterials (Southeast and Ray). The current classification of 27th makes it ineligible for federal funding, which is available to all streets with a functional classification of collector or higher.

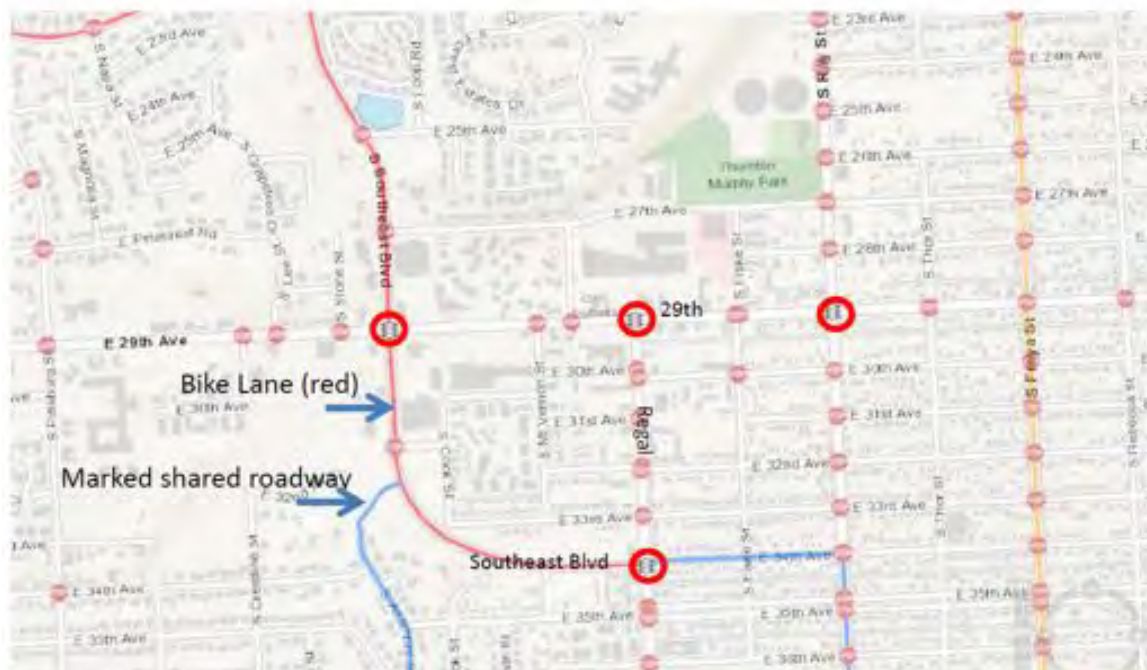
The second map shows the locations of signalized intersections overlaid on the planned bicycle network. Signalized intersections are highlighted as they provide controlled locations where pedestrians and cyclists can cross arterials streets relatively safely. As the map shows, there are only three signalized crossings on the 29th corridor between Southeast and Ray. Discussions with the community indicate a desire for more enhanced pedestrian crossings along 29th and Ray to facilitate better district wide mobility. The bike network shown on this map is very focused along Southeast making the Lincoln Heights Shopping Center and surrounding land uses without a proximate bike facility. This study will recommend expansion of the bicycle network, including development of a greenway on 27th and north south connections to make a more complete grid in the district.

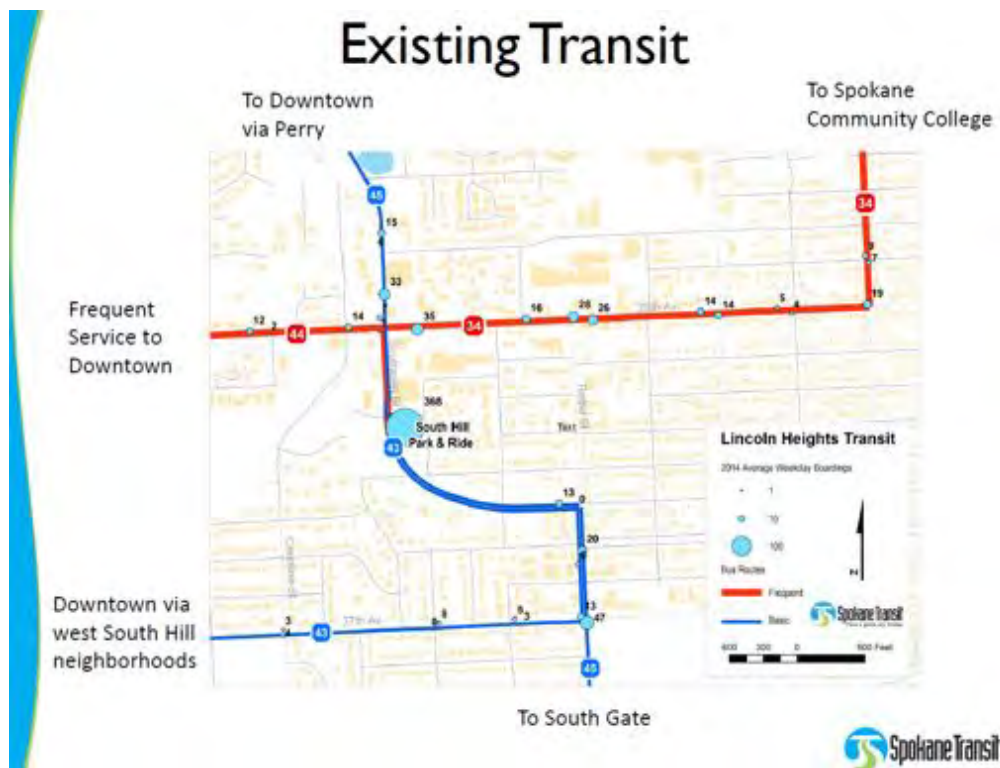
The third map shows existing transit service though the district. As the map shows, only Route 34 currently serves 29th, most of the service is currently focused toward serving the South Hill Park and Ride, which is located on Southeast south of 29th.

Existing Arterial Network



Signalized Intersections & Planned Bike Network





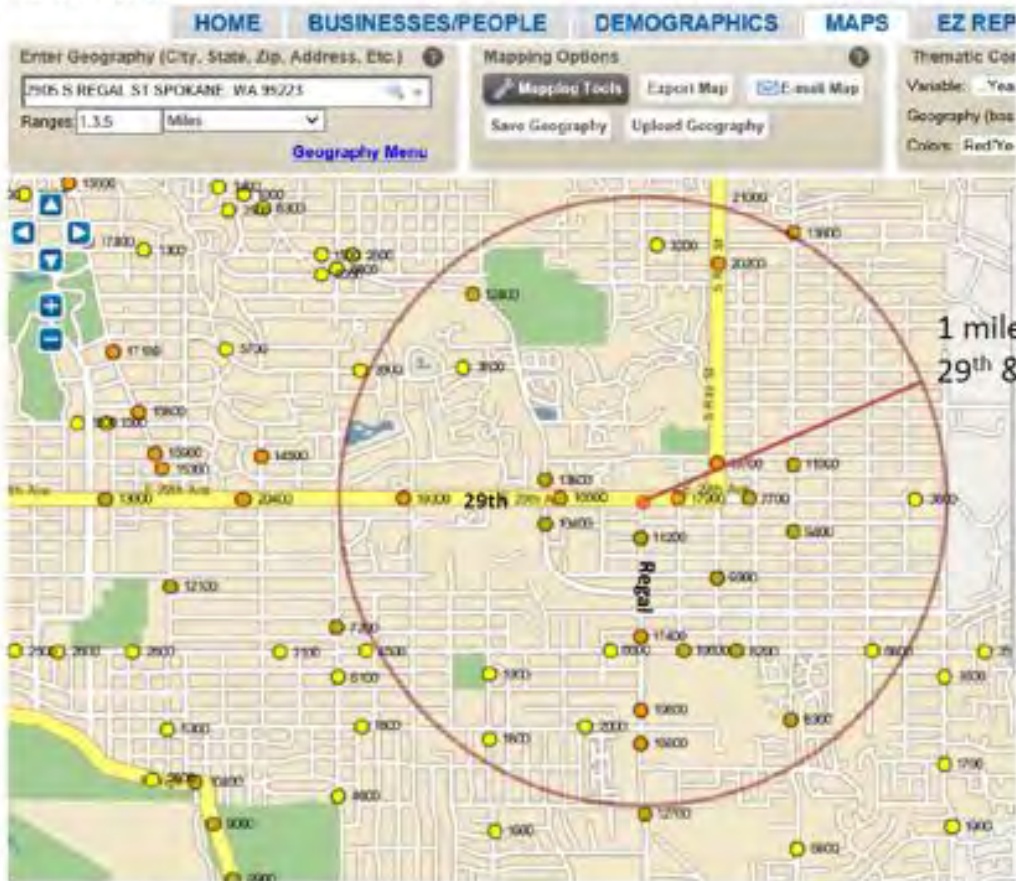
The ULI report summarized neighborhood concerns about the planning area:

- **29th & Regal is a major concern for all modes.** The current intersection design does not accommodate STA buses, the intersections operates at LOS F (according to the 2012 Comprehensive Plan), and it is confusing and hostile for pedestrians and bicycles.
- **27th has seen increased traffic and speeding.** The wide open right of way encourages speeding. Moreover, the street lacks sidewalks and bicycle facilities.
- **Overall, the district is not pleasant a pleasant place to walk.** The lack of buffering between pedestrians and the travel lanes on 29th and the sea of parking in front of the businesses lack greenery, visual interest, and protection.
- **Lack of protected crossings make 29th and Ray feel like barriers.** There is a non-signalized mid-block crossing which connects many seniors with the Rosauers Grocery. Residents have observed many near misses. The community discussed installation of enhanced crossings such as HAWKs or RRFBs at key locations create permeability within the district.
- **Bike facility on Southeast Blvd is good, but doesn't connect to center.** As discussed above, the bike network is incomplete in the district, lacking an east-west connection north of 29th, as well as north-south connections to create a better grid.

Traffic counts where available

The City's website provides data about traffic counts collected in 2009-2010 along the City's arterial streets. In the immediate planning area, this includes 29th, Regal, Ray, and Southeast. In addition, Demographics Now provides traffic counts. The figure below shows how traffic volumes on 29th (which are 16,600 to 17,900 average daily vehicles in the study area) increase to 20,000 daily vehicles west of Southeast Boulevard.





Numbers are Traffic Counts; yellow # lower to red # higher.

Red circle is one mile radius from 29th & Regal; Pulled from web on 5/28/2015²²

Potential approaches to achieving "Center" characteristics

During the Storefront Studio, our team evaluated several approaches that would help the District feel like more of a Center. These included:

- **Streetscape:** Bringing the building faces up to the right of way to reflect a more mature, urban environment. The "Coming To" option also considered converting 29th from four to three lanes. This would allow more space for wider, buffered sidewalks, street trees and lighting, and enhanced transit stops.
- **Pedestrian environment:** How pedestrians move through the district was a focus. In addition to improving sidewalks along 29th, the Studio looked to improve the pedestrian environment through enhanced crossings (potentially HAWKS or RRFBs) at key locations along 29th and Ray, as well as improving internal connections within the district (eg, formalizing informal pathways, including the existing Rockwood Trail connection, to include lighting/other enhancements.)

- **Multimodal options:** One of the key elements that will make this area a success as a center is STA's long term plan to make the Lincoln Heights shopping center a major stop along the HPTN. This planning effort considered how an enhanced stop with off-board fare payment, real-time transit information, seating, and potentially a parking structure could be added west of 29th and Regal.

Storefront Studio input

The Storefront Studio took place on November 3-4, 2016 and included representatives from the neighborhood group, local business owners, City planning and engineering staff, as well as STA. The input shaped the formation of our infrastructure recommendations for the three alternatives Baby Steps, Going Through, and Coming To.

Some of the key input that we heard from each of these groups:

- **Neighborhood representatives:** Key interest in improving conditions for biking and walking through the district. Enhanced crossings of Ray and 29th, as well as internal connections (27th Greenway and a more complete bike network) were among the top interests. Neighborhood representatives also emphasized the importance of maintaining auto mobility through the district – while there was strong interest in improving the pedestrian environment along 29th, there was a general sense that this should not be achieved at the expense of auto mobility through the district.
- **Business Owners:** The key transportation topic of discussion with business owners was business access along 29th. There was a general sense that 29th today offers “wide open” access as the four-lane section west of Regal lacks median treatments that limit access. Business owners were receptive to streetscape enhancements along 29th only if reasonable business access could be achieved and the street could be designed to limit added congestion (since they felt that longer delays at 29th might discourage people from traveling the corridor and thus reduce their customer base).
- **City Staff:** The main topics of discussion with City staff included how the interest for enhanced crossings along 29th and Ray could be accommodated safely. Engineering staff expressed an interest in studying appropriate crossing treatments given prevailing traffic volumes, speeds, driver expectations, and likely pedestrian crossing volumes. Staff generally tended to prefer HAWK treatments over RRFBs, but this would need to be studied more thoroughly before a final treatment is installed. Staff also shared an interest in changing the functional classification of 27th from a local street to a collector. This would make 27th eligible for federal funding that could fund streetscape enhancements.

- **STA:** The main interest by STA was ensuring that the recommendations resulting from the district plan were consistent with their plans for the HPTN. Input from STA included that transit stops should be in-street (not as pullouts) to maintain transit operations. STA also shared that the park and ride facility along Southeast may eventually be converted to another use (such as bus layover space) as future service, particularly along the HPTN, is more focused on Regal and 29th.

Accommodation of HPTN proposals

As discussed above, the recommended alternative include the features, which are consistent with the HPTN:

- Major stop west of 29th and Regal, which would include enhanced shelter with benches, and perhaps other feature such as off-board fare payment and real-time transit information.
- No bus pullouts – all stops would be in the travel lane.
- Incorporation of transit signal priority in the corridor to minimize delay for buses.
- Focus on providing safe pedestrian and bike access to transit stops, including enhanced pedestrian crossings, buffered sidewalks, and bike parking.
- Consideration of opportunities to develop a shared use parking structure between STA and the Lincoln Heights Shopping Center.



Ability to reduce 29th to three lanes

The traffic volumes on 29th are 16,600-17,900 vehicles per day. A review of the City's travel model indicates that future travel growth is relatively modest adding no more than 1,200 additional vehicles per day (roughly 120 peak hour vehicles) by 2035. The traffic volumes are at the upper end of the spectrum where we would recommend a three lane conversion, but they are still forecast to remain within the reasonable range.

The current four-lane cross-section doesn't function well. Business access is uncontrolled, meaning that there are turning vehicles blocking through traffic. This uncontrolled environment leads to the sense that this section of the street is more prone to fender-benders and overall driver discomfort. Given the underperformance of the four-lane cross-section, a well-designed three-lane cross-section could provide similar operations (in terms of capacity for through and turning vehicles) by reducing conflicts in individual lanes while offering substantial benefits to the pedestrian realm.

These benefits include providing a much more gracious pedestrian environment with buffering from vehicle traffic, a wider sidewalk, and incorporation of street trees and lighting. Moreover, 29th is a three lane cross-section both east and west of the district, thus narrowing this section of street would be more consistent with the overall corridor design potentially reducing merging activity.

Approach to 27th

There was a lot of excitement around what 27th could be. As a wide, relatively underutilized street, 27th offers a world of possibilities. The first step toward improving 27th is likely changing its functional classification to a collector to make it eligible for federal funding. This is consistent with the current character of the street, as it connects local streets with arterials, Southeast and Ray.

In terms of design treatments, the Studio resulted in the following recommendations:

- Designate the street as a greenway, recognizing its importance to walking and biking
- Fill pedestrian facility gaps on both sides of the street and improve overall conditions of pedestrian facilities
- Consider a curbless design which would allow for flexible use of the street for festivals
- Narrow the travelled way to reduce speeds through incorporation of raingardens and/or angled parking – this would also be particularly well received adjacent to the ballfields at Thorton Murphy Park
- To make 27th a viable option for bicycle trips that extend beyond the district, consider treatments to its intersections with Southeast and Ray to make crossing these arterials easier. The team

discussed how HAWK treatments should be further explored. (It should be noted that City staff preferred potential placement of a HAWK along Ray at 25th, instead of 27th, since this would be less likely to affect operations of the busy 29th intersection and would also be valuable in assisting safe crossings to the school.)

Functional impacts and tradeoffs

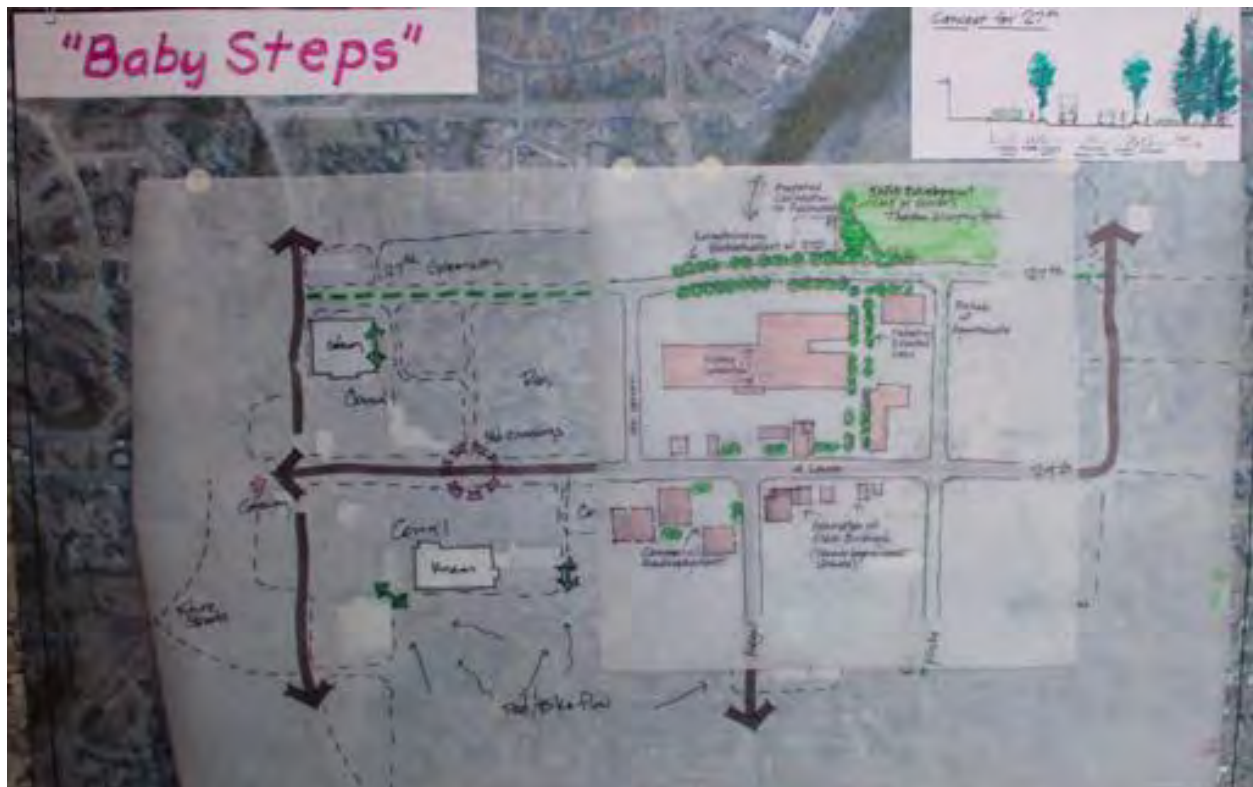
The functional impacts and tradeoffs have been discussed above, but to summarize, the major ones include:

- Conversion of 29th to a three-lane cross-section: Corridor treatments would need to be studied to ensure that reasonable vehicle operations could be maintained (we believe they could).
- Enhanced pedestrian crossings along Ray and 29th: Again, these treatments would need to be analyzed to make sure constructed treatments are appropriate to their context (traffic volumes, speeds, driver expectations, and pedestrian volumes) and do not significantly impact auto mobility.

Immediate pedestrian safety improvements

The Baby Steps alternative reflected the pedestrian safety improvements that could be put in place in the near term. It should be noted that the Baby Steps alternative is viewed as a Phase 1 of the Coming To option. The immediate improvements identified were:

- Improved pedestrian crossing at Rosaur's and along Ray (either at 27th or 25th).
- Formalizing currently informal pathways (adding lighting and other treatments) to paths including the Rockwood connection.



Step-by-step transportation network transformation

To keep this effort moving, the following items should be pursued over the next few years:

- **Reclassification of 27th to a collector.** This will allow for additional funding opportunities.
- **Get the following investment priorities on the city's six year TIP:**
 - **29th Corridor Study: S. Martin Street to Freya.** Perform a corridor study to identify enhancements to the street, which will introduce improvements to the pedestrian realm, accommodate plans for the HPTN, and improve multimodal safety and comfort, while accommodating reasonable traffic operations. This study will include identifying feasible treatments of Regal/29th
 - **Final Design Study for 27th and 29th.** For 27th, design improvements Mt. Vernon to Ray. For 29th, design improvements for Southeast to Fiske.
 - **Installation of enhanced crossings (consideration of raised or lighted crossings, RRFBs, or HAWKs).** Locations to consider include 27th/Ray, Fiske/Regal, Rosauers/29th.
 - **27th Corridor reconstruction.**
 - **29th Corridor reconstruction.**
- **Trail connection to Rockwood -** Increasing pedestrian access to the district center from the Rockwood retirement living neighborhood to the immediate north is a high priority.

All of the above actions should include coordination with key stakeholders including the neighborhood group, Spokane Transit Authority, and local businesses.

"Coming To"



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

12/05/2016

<u>Date Rec'd</u>	11/22/2016
<u>Clerk's File #</u>	ORD C35462
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ELDON BROWN 625-6305
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Hearings
<u>Agenda Item Name</u>	4700 - VACATION HEARING - ELGIN COURT

Agenda Wording

The vacation of portions of Elgin Court as requested by Michele Byers and Mark and Valerie Sonderen. (Five Mile Prairie Neighborhood Council)

Summary (Background)

At its legislative session held on October 10, 2016 the City Council set a hearing on the above vacation. Staff has solicited responses from all concerned parties.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	BECKER, KRIS
<u>Division Director</u>	TRAUTMAN, HEATHER
<u>Finance</u>	KECK, KATHLEEN
<u>Legal</u>	RICHMAN, JAMES
<u>For the Mayor</u>	SANDERS, THERESA
<u>Additional Approvals</u>	ebrown@spokanecity.org
<u>Purchasing</u>	htrautman@spokanecity.org

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35462

An ordinance vacating portions of Elgin Court.

WHEREAS, a petition for the vacation of portions of Elgin Court more specifically described below has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That the following property located in the NE quarter of Section 25, Township 26N, R42E, E.W.M. described property is hereby vacated. Parcel number not assigned.

All that certain real property situate in the City of Spokane, County of Spokane, State of Washington, being described as follows:

A portion of Elgin Court as said Court is shown upon that certain map entitled "A Final Plat of Southern Vista Estates" recorded November 4, 1997 in Book 25 of Plats at Pages 4, 5, and 6 Spokane County Records, and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 2, Block 2 of said Plat of Southern Vista Estates, being hereinabove described; thence from said Point of Beginning, South 00°00'00" East along the West line of said Elgin Court, 42.98 feet to the **TRUE POINT OF BEGINNING** of this description; thence continuing along said west line of Elgin Court, Southwesterly along a tangent curve to the right, having a radius of 20.00 feet, through a central angle of 44°24'55", an arc distance of 15.50 feet to a point of reverse curvature; thence Southerly along a reverse curve to the left having a radius of 50.00 feet, through a central angle of 61°14'00", an arc distance of 53.44 feet; thence leaving said West line of Elgin Court, Northeasterly along a curve to the right from a point with a radial bearing of North 73°10'55" West, having a radius of 50.00 feet, through a central angle of 27°35'50", an arc distance of 24.08 feet to a point of reverse curvature; thence Northerly along a

reverse curve to the left, having a radius of 20.00 feet, through a central angle of $44^{\circ}24'55''$, an arc distance of 15.50 feet; thence North $00^{\circ}00'00''$ West 28.93 feet to the said **TRUE POINT OF BEGINNING** of this description

Together with,

A portion of Elgin Court as said Court is shown upon that certain map entitled "A Final Plat of Southern Vistas Estates" recorded November 4, 1997 in Book 25 of Plats at Pages 4, 5, and 6, Spokane County Records, and being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 3, Block 2 of said Plat of Southern Vista Estates, being hereinabove described; thence from said Point of Beginning, South $00^{\circ}00'00''$ East along the East line of said Elgin Court, 61.25 to the **TRUE POINT OF BEGINNING** of this description; thence continuing along said East line of Elgin Court, Southeasterly along a tangent curve to the left, having a radius of 20.00 feet, through a central angle of $44^{\circ}24'55''$, an arc distance of 15.50 feet to a point of reverse curvature; thence Southerly along a reverse curve to the right, having a radius of 50.00 feet, through a central angle of $61^{\circ}14'00''$, an arc distance of 53.44 feet; thence leaving said East line of Elgin Court, Northwesterly along a curve to the left, from a point with a radial bearing of North $73^{\circ}10'55''$ East, having a radius of 50.00 feet, through a central angle of $27^{\circ}35'50''$, an arc distance of 24.08 feet to a point of reverse curvature; thence Northerly along a reverse curve to the right, having a radius of 20.00 feet, through a central angle of $44^{\circ}24'55''$, an arc distance of 15.50 feet; thence North $00^{\circ}00'00''$ West 28.93 feet to the said **TRUE POINT OF BEGINNING** of this description.

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

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



**CITY OF SPOKANE
PLANNING & DEVELOPMENT**

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

STREET VACATION REPORT
September 21, 2016

LOCATION: A portion of Elgin Court RW in the NE Quarter of Section 25, Township 26, Range 42 East, Willamette Meridian

PROPONENT: Michele Byers & Mark Sonderen

PURPOSE: Vacate a portion of the existing RW and re-dedicate back additional RW to accommodate a new plat to the south of the cul-de-sac.

HEARING: TBD

REPORTS:

AVISTA UTILITIES – Avista requests that the vacated portions of Elgin Ct. be reserved for gas, electric, communication lines and associated facilities.

COMCAST – Comcast has reviewed the vacation request. Enclosed is a system map showing our plant. This vacation should not affect our plant, so we have no problem with the vacation.

CENTURYLINK – No issue as long as you stay to the south of our facilities shown in the attachment.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments

FIRE DEPARTMENT – Reconstructed cul-de-sac should be 100' in diameter SMC 17.080.030.

INLAND POWER & LIGHT – Inland Power & Light has no facilities in the area.

NEIGHBORHOOD SERVICES – No comments

XO COMMUNICATIONS – XO Comm has no problem with this vacation of property.

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – Is the new area going to be paved as part of the vacation?

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – No Concerns.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – The Street Department has no objections to the vacation.

WASTEWATER MANAGEMENT – No objection provided onsite runoff be maintained and treated onsite.


WATER DEPARTMENT – No comments

BICYCLE ADVISORY BOARD - No comments

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

1. An easement as requested by Century Link and Avista Utilities shall be retained to protect existing and future utilities.
2. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2017.

Eldon Brown, P.E.
Principal Engineer – Planning & Development



P1605147VACA



Right of Way Description:

A portion of the existing Elgin Court right-of-way

Legend



Vacation Area

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



DISTRIBUTION LIST

VACATION OF ELGIN COURT

POLICE DEPARTMENT

ATTN: SGT CHUCK REISENAUER

FIRE DEPARTMENT

ATTN: MEGAN PHILLIPS
MIKE MILLER

CURRENT PLANNING

ATTN: TAMI PALMQUIST
DAVE COMPTON

WATER DEPARTMENT

ATTN: DAN KEGLEY
JAMES SAKAMOTO
ROGER BURCHELL
CHRIS PETERSCHMIDT
HARRY MCLEAN

STREETS

ATTN: MARK SERBOUSEK
MARTHA STEVENSON

TRANSPORTATION OPERATIONS

ATTN: BOB TURNER

PLANNING & DEVELOPMENT

ATTN: ERIK JOHNSON
ELDON BROWN
JOHN SAYWERS

CONSTRUCTION MANAGEMENT

ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT

ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT

ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT

ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES

ATTN: JACKIE CARO
JONATHAN MALLAHAN
ROD MINARIK
HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD

ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT

ATTN: SCOTT WINDSOR

CITY CLERK'S OFFICE

ATTN: JACQUELINE FAUGHT

PUBLIC WORKS

ATTN: SCOTT SIMMONS
MARCIA DAVIS

AVISTA UTILITIES

ATTN: DAVE CHAMBERS
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

CENTURY LINK

ATTN: KAREN STODDARD

NORMAN FAMILY REVOCABLE LIVING
TRUST

2302 W KINGSFORD AVE

SPOKANE, WA 99208

KORUM, BILL & DIXIE

2005 W TARYN CT

SPOKANE, WA 99208

DISTRIBUTION LIST

VACATION OF ELGIN COURT

HAMAD, GREGORY F & LESLYE M
7302 N HEMLOCK CT
SPOKANE, WA 99208

F A T FAMILY, LLC
7715 ROCK N ROCK RIDGE DR
SPOKANE, WA 99208

BRAYTON, FREDERICK C & JOANNE
7231 N QUAMISH DR
SPOKANE, WA 99208

WALLACE REVOCABLE LIVING TRUST
3227 PRESTON HILLS CIR
PROSPER, TX 75078

MORSCHKE, JUSTIN D & SHANNON M
7221 N QUAMISH DR
SPOKANE, WA 99208

CASSEL, JEREMY F/BEAUMONT, ERIN
K
7301 N HEMLOCK CT
SPOKANE, WA 99208

SONDEREN, MARK A & VALERIE K
7212 N FIVE MILE RD
SPOKANE, WA 99208-4472

NORRIS, KEVIN F & DORIS J
2009 W STRATTON AVE
SPOKANE, WA 99208

DAUGHERY, JACK D & RITA M
1920 W WEILE AVE
SPOKANE, WA 99208-4379

PATCHIN, DENNIS & DOROTHY
2209 W STRATTON AVE
SPOKANE, WA 99208

MIGLIAZZO, ARLIN C & JUDITH C
7329 N HEMLOCK CT
SPOKANE, WA 99208

IBARRA-RIVERA, AMANDA /
HUTCHESON, S
2505 W WALKER CT
SPOKANE, WA 99208

DOUGALL, ERICA L & SHAWN C
7320 N HEMLOCK CT
SPOKANE, WA 99208

BIELLENBERG TRUST/ALICE MARIE
2016 W WEILE AVE
SPOKANE, WA 99208

SINGH, PAYARA / KAUR, JASBIR
3007 W TRINITY AVE
SPOKANE, WA 99208

RIDESATTHEDOOR, ROYLENE M
2308 W KINGSFORD
SPOKANE, WA 99208

DISTRIBUTION LIST VACATION OF ELGIN COURT

<p>STANICAR, MICHAEL V & KELLY M 7321 N HEMLOCK CT SPOKANE, WA 99208</p>	<p>JOHNSON, NANCY A 7330 N HEMLOCK CT SPOKANE, WA 99208</p>
<p>BYERS, MICHELE L 2017 W STRATTON SPOKANE, WA 99208</p>	<p>POWELL LIVING TRUST 2023 W TARYN CT SPOKANE, WA 99208-4308</p>
<p>NGUYEN, TAMMY / TRAN, RYAN 5018 N CALVIN RD SPOKANE VALLEY, WA 99216</p>	<p>GENOVA, MICHAEL C & SANDRA A 9430 N CEDAR RD MEAD, WA 99208</p>
<p>STULC, TIMOTHY & DEBRA 7210 N QUAMISH DR SPOKANE, WA 99208</p>	<p>SONDEREN, MATTHEW G & SHELLI E 6710 N SUTHERLIN ST SPOKANE, WA 99208-5048</p>
<p>DRENNEN, JEREMIAH J & MICHELLE K 2304 W STRATTON AVE SPOKANE, WA 99208-4403</p>	<p>AKERS, WILLIAM L & MARY T 2111 W STRATTON AVE SPOKANE, WA 99208</p>
<p>THAMS, TRAVIS J & SHELLEY L 2205 W STRATTON AVE SPOKANE, WA 99208</p>	<p>EVERS JR, KING W & KAREN J 2132 W WEILE AVE SPOKANE, WA 99208-</p>
<p>REGALADO, CHARLES L & LINDA G 2305 W STRATTON AVE SPOKANE, WA 99208</p>	<p>CHORLEY, GORDON E/BROWN, DEBRA D 2021 W WEILE AVE SPOKANE, WA 99208</p>
<p>SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3333</p>	<p>KELLY, CLIFTON O & REGINA C 2301 W KINGSFORD AVE SPOKANE, WA 99208</p>

DISTRIBUTION LIST
VACATION OF ELGIN COURT

BYERS, MICHELE L 2017 W STRATTON SPOKANE, WA 99208	BAIER, MARK & ELISABETH J 2028 W TARYN CT SPOKANE, WA 99208
PICHETTE, CHERYL & JEFF 2116 W WEILE AVE SPOKANE, WA 99208-4315	BORHAUER LIVING TRUST 7311 N HEMLOCK CT SPOKANE, WA 99208
CITY OF SPOKANE 808 W SPOKANE FALLS BLVD SPOKANE, WA 99256-0001	SONDEREN, MARK A & VALERIE K 7212 N FIVE MILE RD SPOKANE, WA 99208
THORNTON, BRANDON P & COLLEEN 2022 W STRATTON AVE SPOKANE, WA 99208	MCCANNA, TIMOTHY J & LI-A KALEI 7105 N CANNON CT SPOKANE, WA 99208-4320
PICICCI, SANDRA L & SAM L 7208 N FIVE MILE RD SPOKANE, WA 99208	HARRISON, RAWLEY L & HELEN L 2027 W TARYN CT SPOKANE, WA 99208-4308
WELLMAN, M L 2120 W WEILE AVE SPOKANE, WA 99208-4315	HASDORFF, HENRY W & MANDY 2115 W STRATTON AVE SPOKANE, WA 99208
NORRIS, KEVIN F & DORIS J 2009 W STRATTON AVE SPOKANE, WA 99208	MATLEN, DARRYL PO BOX 28307 SPOKANE, WA 99228-8307
SHAW, MATTHEW L & MINDI M 2206 W WEILE AVE SPOKANE, WA 99208-4317	MARIK, VACLAV R & EVA 19898 ALLEGHENNY WAY CALDWELL, ID 83605

DISTRIBUTION LIST
VACATION OF ELGIN COURT

MADER JR, WILLIAM J & KIRSTEN L 2126 W WEILE AVE SPOKANE, WA 99208-	ASTERINO, J C 2110 W WEILE AVE SPOKANE, WA 99208-4315
TURNER, LAUREN E 2212 W WEILE AVE SPOKANE, WA 99208	CARPENTER, RALPH F & RITA E 2021 W WEILE AVE SPOKANE, WA 99208
CARUSO, SUSAN 2011 W TARYN CT SPOKANE, WA 99208-4308	
THAYER, RALPH G & KEELY T 2208 W STRATTON AVE SPOKANE, WA 99208	
ASTERINO, DR J C 2110 W WEILE AVE SPOKANE, WA 99208-4315	
KORUM, BILL & DIXIE 2005 W TARYN CRT SPOKANE, WA 99208	
THOMAS, TIMOTHY L & LAUREN K 3510 W TRINITY SPOKANE, WA 99208	
FRITZ LIVING TRUST 7211 N QUAMISH DR SPOKANE, WA 99208	

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

02/06/2017

Date Rec'd

3/30/2011

Clerk's File #

ORD C35470

Renews #Submitting Dept

HEARING EXAMINER

Cross Ref #Contact Name/Phone

DONNA DEBIT 6637

Project #Contact E-Mail

DDEBIT@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0570 - GONZAGA, M WOLDSON PAC, Z16-678-REZN

Agenda Wording

An Ordinance changing the zone from OR-55 (Office Retail height limit 55') to OR-70 (Office Retail height limit 70') for property addressed as 1120 N Van Gorp Place and 1025 N. Astor Street in the City and County of Spokane, WA.

Summary (Background)

On 10-20-16 the Hearing Examiner held a public hearing on the request of the property owner to rezone the above-described property to allow the construction of the Myrtle Woldson Performing Arts Center on the Gonzaga University Campus. The rezone request from OR-55 to OR-70 was made to accommodate the height of the proposed structure. On 11-03-16 the Hearing Examiner issued a decision approving the rezone application subject to conditions. No appeal was filed. (Z16-678REZN)

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DALTON, PAT

Study SessionDivision DirectorOtherFinance

DOVAL, MATTHEW

Distribution ListLegal

DALTON, PAT

Hearing Examiner - areid@spokanecity.org

For the Mayor

COTE, BRANDY

Planning Dept - ddebit@spokanecity.org

Additional Approvals

Planning Dept - tpalmquist@spokanecity.org

Purchasing

Gonzaga - sammons@gonzaga.edu

ORDINANCE NO. C35470

An Ordinance changing the zone from OR-55 (Office Retail with a 55' height limit) to OR-70 (Office Retail with a 70' height limit) for property located east of the intersection of Pearl Street and DeSmet Avenue. The two parcels are commonly described as 1120 North Van Gorp Place and 1025 North Astor Street in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

WHEREAS, the Hearing Examiner held a public hearing on October 20, 2016, on the request of the owner of certain property zoned OR-55 and generally located east of the intersection of Pearl Street and DeSmet Avenue; and on November 3, 2016, approved said zone change subject to conditions; and

WHEREAS, this designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner dated November 3, 2016, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW, THEREFORE - - -

The City of Spokane does ordain that the Director of Planning and Development be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property described as:

17-25-43: SINTO 3RD SUB B55 L9 TO L13 B55; TOG W/ PTN OF VAC DESMET AVE LYG S OF AND ADJ; ALG W/ E1/2 OF VAC VAN GORP PL LYG W OF & ADJ, AND THE S1/2 OF VAC ALLEYWAY LYG N OF & ADJ EXT W TO C/L OF VAC VAN GORP PL, PER CITY ORD NO C34119 (AFN# 6164951) (Parcel #35172.2606) together with 17-25-43: SINTO 3RD 1ST SUB B-A PT OF B-Y; BEG ON S LN OF DESMET AVE & E LN OF VAN GORP PL; TH E TO C/L OF ASTOR ST; TH S 170FT; TH S22*45'E 129.32FT TO A PT ON N LN OF OWR & N CO R/W; TH NWLYALG SD R/W TO PT DUE S OF POB TH N TO POB; EXC NEW OWR & N R/W & INC PTN OF OLD OWR & N R/W; AND S1/2 VAC DESMET AVE N OF AND ADJ AND THAT PTN OF VAC ASTOR ST LYG S OF THE C/L OF DESMET AVE EXT E & W OF C/L OF ASTOR ST; ALG W/ E1/2 VAC VAN GORP PL LYG W OF & ADJ S TO C/L OF VAC DESMET AVE PER CITY ORD NO C34119 (AFN# 6164951) (parcel #35172.2710).

with the OR-70 (Office Retail with a 70 foot height limit) zoning designation.

Passed the City Council _____

Council President

Attest:

Approved as to form:

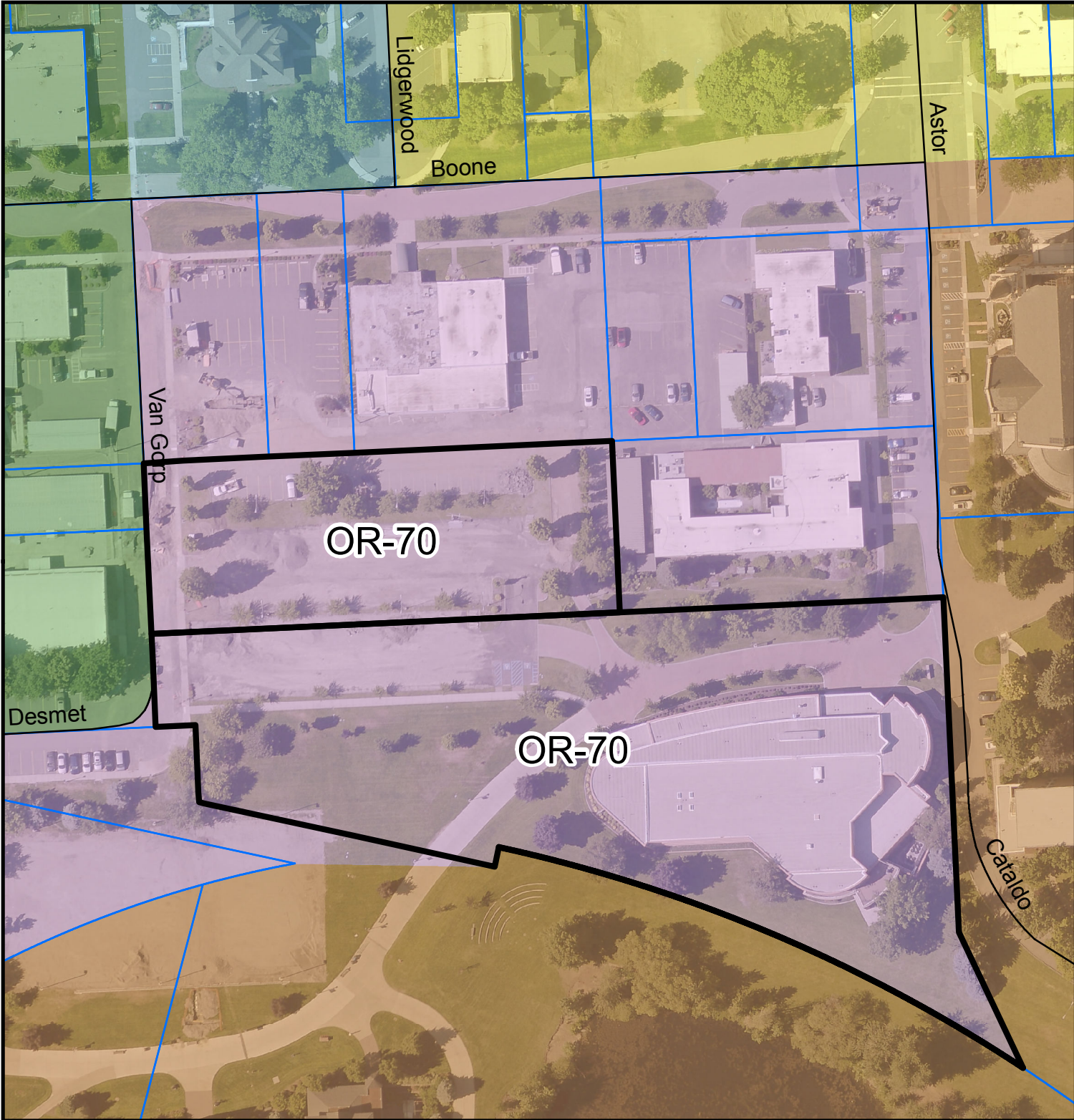
City Clerk

Assistant City Attorney

Mayor








Date

Effective Date

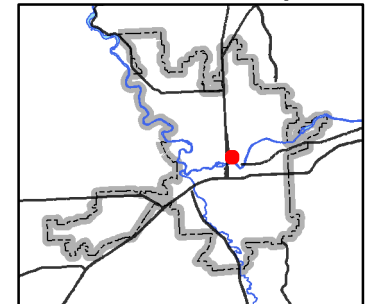


Proposed Zoning Designations

Legend

-  Rezoned Parcels
- Existing Zoning**
-  General Commercial
-  Office Retail
-  Residential High Density
-  Residential Multifamily
-  Residential Two-Family
-  Street

Locator Map



0 25 50 100 150 200
Feet



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

02/06/2017

Date Rec'd

1/25/2017

Clerk's File #

ORD C35471

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 6258

Project #Contact E-Mail

BSTUCKART@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name0320 - AN ORDINANCE STREAMLINING THE DEVELOPMENT CODE
AMENDMENT PROCESSAgenda Wording

An ordinance relating to the process for amending the unified development code; amending section 17G.025.010 of the Spokane Municipal Code.

Summary (Background)

This ordinance would streamline the process for amending the unified development code by allowing changes to the international building codes (such as the international plumbing, electrical, and fire codes, for example) to be made under the normal ordinance amendment process, rather than the more detailed and lengthy process required by the Growth Management Act.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCCLATCHEY, BRIAN

Study SessionDivision DirectorOther

PED Comm. 1-23-2017

Finance

DOVAL, MATTHEW

Distribution ListLegal

RICHMAN, JAMES

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

ORDINANCE NO. C35471

An ordinance relating to the process for amending the unified development code; amending section 17G.025.010 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 17G.025.010 of the Spokane Municipal Code is amended to read as follows:

Section 17G.025.010 Text Amendments to the Unified Development Code

A. Initiation.

Text amendments to this code may be initiated by any of the following:

- A. Property owner(s) or their representatives;
- B. Any citizen, agency, neighborhood council, or other party; or
- C. A City department, the plan commission, or the city council.

B. Applications. Applications shall be made on forms provided by the City.

C. Application Submittal.

- A. After submittal of an applicant-initiated application, the application shall be subject to a pre-application conference, counter-complete determination, and fully complete determination pursuant to chapter 17G.060 SMC.
- B. After submittal, the application shall be placed on the next available plan commission agenda.

D. Notice of Public Hearing.

Amendments to this code require a public hearing before the plan commission.

A. Contents of Notice.

A notice of public hearing shall include the following:

- A. The citation, if any, of the provision that would be changed by the proposal along with a brief description of that provision;
- B. A statement of how the proposal would change the affected provision;
- C. The date, time, and place of the public hearing;
- D. A statement of the availability of the official file; and
- E. A statement of the right of any person to submit written comments to the planning commission and to appear at the public hearing of the planning commission to give oral comments on the proposal.

B. Distribution of Notice.

The department shall distribute the notice to the applicant, newspaper, City Hall and the main branch of the library. The applicant is then

responsible for following the public notice requirements outlined in SMC 17G.060.120, Public Notice – Types of Notice.

E. Plan Commission Recommendation – Procedure.

Following the public hearing, the plan commission shall consider the proposal and shall prepare and forward a recommendation to the city council. The plan commission shall take one of the following actions:

- A. If the plan commission determines that the proposal should be adopted, it may, by a majority vote, recommend that the city council adopt the proposal. The plan commission may make modifications to any proposal prior to recommending the proposal to city council for adoption;
- B. If the plan commission determines that the proposal should not be adopted, it may, by a majority vote, recommend that the city council not adopt the proposal; or
- C. If the plan commission is unable to take either of the actions specified in subsection (E)(1) or (2) of this section, the proposal will be sent to city council with the notation that the plan commission makes no recommendation.

F. Approval Criteria.

The City may approve amendments to this code if it finds that:

- A. The proposed amendment is consistent with the applicable provisions of the comprehensive plan; and
- B. The proposed amendment bears a substantial relation to public health, safety, welfare, and protection of the environment.

G. City Council Action.

Within sixty days of receipt of the plan commission's findings and recommendations, the city council shall consider the findings and recommendations of the commission concerning the application and shall hold a public hearing pursuant to council rules. Notice of city council hearings must be published in the *Official Gazette*. The applicant shall also publish a legal notice in the newspaper at least two weeks prior to the hearing by the city council. By a majority vote, the city council shall:

- A. Approve the application;
- B. Disapprove the application;
- C. Modify the application. If modification is substantial, the council must either conduct a public hearing on the modified proposal; or
- D. Refer the proposal back to the plan commission for further consideration.

H. Transmittal to the State of Washington.

At least sixty days prior to final action being taken by the city council, the Washington ((State)) department of ((community, trade and economic

development (~~CTED~~))commerce (“commerce”) shall be provided with a copy of the amendments in order to initiate the sixty-day comment period. No later than ten days after adoption of the proposal, a copy of the final decision shall be forwarded to ((~~CTED~~))commerce.

I. Inapplicability to certain chapters.

This section does not apply to the following chapters of the Spokane Municipal Code: 17F.030 (Boiler and Pressure Vessel Code), 17F.040 (Building Code), 17F.050 (Electrical Code), 17F.060 (Elevator Code), 17F.080 (Fire Code), 17F.090 (Mechanical Code), and 17F.100 (Plumbing Code) (collectively referred to as the “building codes”). The building codes specified in this subsection may be amended in same manner as are all other non-development regulation ordinances pursuant to this code, the City Charter, and the City Council Rules of Procedure.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date