

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JANUARY 14, 2019

### **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 MIKE FAGAN**

**COUNCIL MEMBER CANDACE MUMM**

**COUNCIL MEMBER KATE BURKE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER KAREN STRATTON**

**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](http://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 Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

**ADMINISTRATIVE SESSION****CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- |   |  |   |
|---|--|---|
| <p>1. Special Counsel Contract Amendments in regard to the Frank Straub v. City of Spokane matter with:</p> <p style="padding-left: 40px;">a. Keller W. Allen and the Law Firm of Keller W. Allen, P.C.—additional amount not to exceed \$10,000. Total Contract Amount: \$88,700.</p> <p style="padding-left: 40px;">b. John Stewart and the Law Firm of Stewart Sokol &amp; Larkin, L.L.C.—additional amount not to exceed \$10,000. Total Contract Amount: \$93,700.</p> <p><b>Michael Ormsby</b></p> <p>2. Consultant Agreement with Jacobs Engineering Group, Inc. (Bellevue, WA) to provide engineering analysis, system modeling and report for wastewater H2S mitigation—\$75,000.</p> <p><b>Eric Lester</b></p> <p>3. Interlocal Agreement with Spokane County, in conjunction with FY 2017 Homeland Security Grant Program, to accept custody of donated equipment purchased by Spokane County as part of the Homeland Security Grant—Valued at \$59,960.35.</p> <p><b>Jay Atwood</b></p> | <p>Approve<br/>All</p> <p>Approve</p> <p>Approve</p> | <p>OPR 2016-0358</p> <p>OPR 2016-0363</p> <p>OPR 2019-0003</p> <p>OPR 2019-0004</p> |
|---|--|---|

- |  |                                   |                                |
|--|-----------------------------------|--------------------------------|
| 4. Amendment No. 1 to Loan Agreement WQC-2017-Spokane-00018 through Washington State Department of Ecology in conjunction with the I07 Riverside Interceptor. (East Central Neighborhood Council.)<br><b>Mark Papich</b>   | Approve                           | OPR 2019-0005<br>RES 2017-0010 |
| 5. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2019, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &<br>Authorize<br>Payment | CPR 2019-0002                  |
| 6. City Council Meeting Minutes: _____, 2019.  | Approve<br>All                    | CPR 2019-0013                  |

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## 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.

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## 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)



**BOARDS AND COMMISSIONS APPOINTMENTS**

(Includes Announcements of Boards and Commissions Vacancies)

**APPOINTMENTS****RECOMMENDATION**

Spokane Park Board - One Reappointment

Approve CPR 1987-0402

**ADMINISTRATIVE REPORT**

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

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**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.E).

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**LEGISLATIVE AGENDA****NO SPECIAL BUDGET ORDINANCES****NO EMERGENCY ORDINANCES****RESOLUTIONS & FINAL READING ORDINANCES**(Require Four Affirmative, Recorded Roll Call Votes)

- |               |   |
|---------------|---|
| RES 2019-0001 | Concerning distribution of investment revenues of moneys deposited in the Spokane Investment Pool.<br><b>Crystal Marchand</b> |
| RES 2019-0002 | Relating to the disposition of surplus real property.<br><b>Ed Lukas</b>  |
| ORD C35730    | (To be considered under Hearings Item H2.a.)  |
| ORD C35731    | (To be considered under Hearings Item H2.b.)  |

- ORD C35732 (To be considered under Hearings Item H2.c.)
- ORD C35733 Regarding My Spokane Imprest Funds; amending section 7.03.190 of the Spokane Municipal Code.  
**Gavin Cooley**

## FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35734 Granting a non-exclusive franchise to use the public right of way to provide noncable telecommunication service to the public to ExteNet Systems Inc., subject to certain conditions and duties as further provided (in the ordinance).  
**Tim Szamblen**
- ORD C35735 Relating to the Office of Police Ombudsman's procedures for complaint intake.  
**Council Member Beggs**

FURTHER ACTION DEFERRED

## NO SPECIAL CONSIDERATIONS

## HEARINGS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

### RECOMMENDATION

- |     |  |                                     |            |
|-----|--|-------------------------------------|------------|
| H1. | a. Hearing on vacation of the east 15 feet of North South Riverton, as requested by Michael Kuhn and Douglass Spruance.  | Approve<br>Subject to<br>Conditions |            |
|     | b. First Reading Ordinance C35736 vacating the east 15 feet of North South Riverton between Sharp Avenue and Boone Avenue (as more particularly described in the ordinance).<br><b>Eldon Brown</b> | Further<br>Action<br>Deferred       | ORD C35736 |
| H2. | <u>Hearing on Amendments to Spokane Municipal Code Related to Parking, Height, and Other Dimensional Standards for Attached Housing and Multifamily Zones:</u>                                     |                                     |            |
|     | a. Final Reading Ordinance C35730 relating to dimensional standards for attached housing and multifamily development in residential zones,   | Pass Upon<br>Roll Call<br>Vote      | ORD C35730 |

amending Spokane Municipal Code (SMC) sections 17C.110.200, 17C.110.215, 17C.110.310, and 17C.110.360.

- |  |                                |            |
|--|--------------------------------|------------|
| b. Final Reading Ordinance C35731 relating to parking and loading standards, amending Spokane Municipal Code (SMC) sections 17C.230.100, 17C.230.130, and 17C.230.140. | Pass Upon<br>Roll Call<br>Vote | ORD C35731 |
| <br>   |                                |            |
| c. Final Reading Ordinance C35732 relating to alternative residential subdivisions, amending Spokane Municipal Code section 17G.080.065.<br><b>Nathan Gwinn</b>        | Pass Upon<br>Roll Call<br>Vote | ORD C35732 |

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**Motion to Approve Advance Agenda for January 14, 2019**  
(per Council Rule 2.1.2)

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**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.E).

**ADJOURNMENT**

The January 14, 2019, Regular Legislative Session of the City Council is adjourned to January 28, 2018.

Note: The regularly scheduled City Council meeting for Tuesday, January 22, 2019, has been canceled. (There is no meeting on Monday, January 21, 2019, due to the recognized observance of the Martin Luther King, Jr. holiday.)

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**NOTES**

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

01/14/2019

**Date Rec'd**

12/20/2018

**Clerk's File #**

OPR 2016-0358

**Renews #****Cross Ref #****Project #****Bid #****Requisition #**

RISK FUNDS

**Submitting Dept**

CITY ATTORNEY

**Contact Name/Phone**

MIKE ORMSBY 6287

**Contact E-Mail**

MORMSBY@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

0500 SPECIAL COUNSEL CONTRACT AMENDMENT

**Agenda Wording**

An amendment to the Special Counsel Contract with Keller W. Allen and the Law Firm of Keller W. Allen, P.C. in regard to the Frank Straub v. City of Spokane matter. Additional funds are necessary.

**Summary (Background)**

The City entered into contract with Keller W. Allen and the Law Firm of Keller W. Allen, P.C. The firm agreed to provide Special Counsel Services in the matter of Straub v. City of Spokane. An additional \$10,000 is requested bringing the contract total paid, including this amendment to \$88,700.00.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ 10,000.00

# 5800-78100-14780-54601

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

PICCOLO, MIKE

**Division Director****Finance**

BUSTOS, KIM

**Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session****Other**

1/7/2019

**Distribution List**

kwa@kellerallen.com

james.scott@askrisk.com

sfaggiano@spokanecity.org

sdhansen@spokanecity.org

**Additional Approvals****Purchasing****RISK MANAGEMENT**

ORMSBY, MICHAEL



**City of Spokane**  
**SPECIAL COUNSEL  
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **KELLER W. ALLEN** and the firm of the **LAW FIRM OF KELLER W. ALLEN, P.C.**, whose address is 5915 South Regal Street, Suite 211, Spokane, Washington 99223, as ("Firm").

*WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as SPECIAL COUNSEL providing legal services and advice to the Defendant, City Administrator Theresa Sanders regarding the matter of FRANK STRAUB v. THE CITY OF SPOKANE, a municipal corporation, CITY OF SPOKANE MAYOR DAVID CONDON, CITY OF SPOKANE CITY ATTORNEY ISSERLIS, AND CITY OF SPOKANE CITY ADMINISTRATOR THERESA SANDERS; and*

*WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated April 13, 2016 and April 15, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective upon signature by both parties.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The new amount under the original Contract, any subsequent amendments, and this Contract Amendment is **EIGHTY EIGHT THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$88,700.00)**.

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

**LAW FIRM OF KELLER W. ALLEN, P.C.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: Approved as to form:

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

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

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

01/14/2019

**Date Rec'd**

12/20/2018

**Clerk's File #**

OPR 2016-0363

**Renews #****Cross Ref #****Project #****Bid #****Requisition #**

RISK FUNDS

**Submitting Dept**

CITY ATTORNEY

**Contact Name/Phone**

MIKE ORMSBY 6287

**Contact E-Mail**

MORMSBY@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

0500 SPECIAL COUNSEL CONTRACT AMENDMENT

**Agenda Wording**

An amendment to the Special Counsel Contract with John Stewart and the Law Firm of Stewart Sokol & Larkin, LLC in regard to the Frank Straub v. City of Spokane matter. Additional funds are necessary.

**Summary (Background)**

The City entered into contract with John Stewart and the Law Firm of Stewart Sokol & Larkin, LLC. The firm agreed to provide Special Counsel Services in the matter of Straub v. City of Spokane. An additional \$10,000 is requested bringing the contract total paid including this amendment to \$93,700.00.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ 10,000.00

# 5800-78100-14780-54601

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

PICCOLO, MIKE

**Division Director****Finance**

BUSTOS, KIM

**Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session****Other**

1/7/2019

**Distribution List**

jstewart@lawssl.com

james.scott@askrisk.com

sfaggiano@spokanecity.org

sdhansen@spokanecity.org

**Additional Approvals****Purchasing****RISK MANAGEMENT**

ORMSBY, MICHAEL



**City of Spokane**  
**SPECIAL COUNSEL  
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **JOHN SPENCER STEWART and the firm OF STEWART SOKOL & LARKIN LLC**, whose address is 2300 SW First Avenue, Suite 200, Portland, Oregon 97201-5047, as ("Firm").

*WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as SPECIAL COUNSEL providing legal services and advice to the Defendant, City of Spokane City Attorney Nancy Isserlis regarding the matter of FRANK STRAUB v. THE CITY OF SPOKANE, a municipal corporation, CITY OF SPOKANE MAYOR DAVID CONDON, CITY OF SPOKANE CITY ATTORNEY ISSERLIS, AND CITY OF SPOKANE CITY ADMINISTRATOR THERESA SANDERS; and*

*WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated April 15, 2016 and April 19, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective upon signature by both parties.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The new amount under the original Contract, any subsequent amendments, and this Contract Amendment is **NINETY THREE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$93,700.00)**.



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

**STEWART SOKOL & LARKIN LLC**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: Approved as to form:

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

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

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

01/14/2019

**Date Rec'd**

12/14/2018

**Clerk's File #**

OPR 2019-0003

**Renews #****Cross Ref #****Submitting Dept**INTEGRATED CAPITAL  
MANAGEMENT**Contact Name/Phone**

ERIC LESTER 625-6894

**Project #****Contact E-Mail**

ELESTER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

CR 20008

**Agenda Item Name**

4250 - NORTH POINT WASTEWATER H2S MITIGATION STUDY AND REPORT

**Agenda Wording**

Analyze North Point wastewater subsystem to include the force main pump system and flow efficiencies for existing and future growth flows; determine cost effective methods to reduce hydrogen sulfide (H2S) conditions; produce a report on findings.

**Summary (Background)**

The North Point wastewater subsystem, at East Holland Avenue and North Colton Street, has been identified as problematic due to the generation of H2S gas conditions at the pump station and the force main's outfall near North Nevada Street and East Lyons Avenue. The gas that is produced is both odious to the general public, and can create a noxious environment for the City's wastewater maintenance work crews. High H2S conditions also contribute to accelerated corrosion to the infrastructure.

**Fiscal Impact**

Grant related? NO

Public Works? YES

**Budget Account**

Expense \$ 75,000.00

# 4250 43387 94000 56501 14416

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

MILLER, KATHERINE E

**Study Session****Division Director**

FLEIGER, NATHAN

**Other**

PSCHC 1/7/19

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

DALTON, PAT

eraea@spokanecity.org

**For the Mayor**

COTE, BRANDY

mdoval@spokanecity.org

**Additional Approvals**

elester@spokanecity.org

**Purchasing**

PRINCE, THEA

kemiller@spokanecity.org

bfredrickson@spokanecity.org

mdavis@spokanecity.org

# Briefing Paper

## Public Safety and Community Health

<b>Division &amp; Department:</b>	Public Works, Integrated Capital Management
<b>Subject:</b>	North Point Wastewater H2S Mitigation Study and Report
<b>Date:</b>	January 7, 2019
<b>Author (email &amp; phone):</b>	Eric Lester; <a href="mailto:elester@spokanecity.org">elester@spokanecity.org</a> , x6894
<b>City Council Sponsor:</b>	Karen Stratton
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment & Sustainability; Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Utility 6-Year Comprehensive Plan, Marion Hay Intertie (WWM-2012-277)
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	<i>Analyze North Point wastewater subsystem to include the force main pump system and flow efficiencies for existing and estimated future growth flows; determine cost effective mitigation methods to reduce hydrogen sulfide (H2S) conditions; produce a report on findings.</i>
<b>Background/History:</b> <i>The North Point wastewater subsystem, specifically the force main pump facility located at East Holland Avenue and North Colton Street, has been identified as problematic due to the generation of H2S gas conditions at the pump station and the force main's outfall near North Nevada Street and East Lyons Avenue. The gas that is produced is both odious to the general public, and can create a noxious environment for the City's wastewater maintenance work crews. High H2S conditions also contribute to accelerated corrosion to the wastewater piping/pumping infrastructure.</i>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><i>Council to review and approve proposed consultant contract (&lt; \$75K) January 2019.</i></li> <li><i>Bring consultant under contract; begin work February 2019 to analyze the North Point wastewater subsystem.</i></li> <li><i>Analysis shall include model effluent flow and H2S gas concentration and then determine cost effective H2S mitigation solutions.</i></li> <li><i>Analysis and solutions will be presented in report with estimated contract completion in May 2019.</i></li> <li><i>Upon completion of report, City shall determine appropriate action to implement H2S mitigation solution based on commissioned report.</i></li> </ul>	

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: n/a

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: n/a

Known challenges/barriers: n/a



City Clerk's No. \_\_\_\_\_

**City of Spokane**

**CONSULTANT AGREEMENT**

**Title: NORTH POINT WASTEWATER H<sub>2</sub>S  
MITIGATION STUDY AND REPORT**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **JACOBS ENGINEERING GROUP, INC.**, whose address is 1100 112th Avenue NE, Suite 500, Bellevue, Washington 98004 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **Engineering analysis, system modeling and report for wastewater H<sub>2</sub>S mitigation**; and*

*WHEREAS, the Consultant was selected through Request for Qualification.*

*-- 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 28, 2019 and ends on July 30, 2019, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by written agreement of the parties for an additional year.

**2. TIME OF BEGINNING AND COMPLETION.**

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. 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 in Consultant's Proposal dated December 7, 2018, attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

Work shall be authorized by the City by means of written task assignments associated with specific projects. 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.

Total compensation for Consultant's services under this Agreement shall not exceed **SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, unless modified by a written amendment to this Agreement.

#### 5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane, Integrated Capital Management, 808 West Spokane Falls Blvd., Spokane, WA 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.

#### 6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and 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 Contract 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, 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 Contract.
- 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** (out of town subconsultants only): 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** (out of town subconsultants only): Meals will be reimbursed at the Federal Per Diem daily meal 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** (out of town subconsultants only): 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. 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.

- H. **Rental Car** (out of town subconsultants only): Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

**Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and may include a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

## **7. 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. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. 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.

## **8. 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 Consultant 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.

## **9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.**

Deliver all official notices under this Agreement to:

<b>If to the City:</b>	<b>If to the Consultant:</b>
Integrated Capitol Management City of Spokane	Jacob's Engineering, Group, Inc. 11100 112th Avenue NE, Suite 500

2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	Belleveue, Washington 98004
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## **10. SOCIAL EQUITY REQUIREMENTS.**

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. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

## **11. INDEMNIFICATION.**

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; 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 negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless 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 Washington 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 indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

## **12. INSURANCE.**

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

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 Title 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; 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 three (3) 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 forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) 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.

### **13. DEBARMENT AND SUSPENSION.**

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

### **14. AUDIT.**

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

### **15. INDEPENDENT CONSULTANT.**

A. 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. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

#### **16. 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.

#### **17. 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.

#### **18. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement

prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

#### **19. NO CONFLICT OF INTEREST.**

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

#### **20. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

#### **21. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such

documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## **22. CONFIDENTIALITY.**

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. **If no Court order is procured by Consultant, the City will release the requested records.**

## **23. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

## **24. TERMINATION.**

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section

shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

## **25. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

## **26. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. 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.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. 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.
- I. 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.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. 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 contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and

conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, 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.

**JACOB'S ENGINEERING GROUP, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments:**

Exhibit A – Debarment Certificate

Exhibit B – Consultant's Proposal

18-243

## EXHIBIT A

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

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

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

  1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/>	<hr/>
Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
<hr/>	<hr/>
Name of Certifying Official (Type or Print)	Signature
<hr/>	<hr/>
Title of Certifying Official (Type or Print)	Date (Type or Print)
<hr/>	<hr/>



## **EXHIBIT B**

Eric Lester  
City of Spokane  
Integrated Capital Management  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

December 7, 2018

**Subject: North Pointe Wastewater System Analysis**

Dear Mr. Lester,

The Jacobs Engineering Group, Inc (Jacobs) has developed this letter proposal, which includes a scope of work (SOW) and fee estimate, in response to the City of Spokane's (City) request to perform a system analysis of the North Pointe Wastewater Facility (NPWF), a subsystem of the City's wastewater system, in Spokane, Washington. Specifically, this analysis will focus on developing viable options to improve system capacity and efficiency for current and forecasted flow rates and also include analysis of hydrogen sulfide (H<sub>2</sub>S) conditions and methods to mitigate odorous conditions associated with operating the NPWF.

## Background

Located at the southeast quadrant of the Holland/Colton intersection, the existing NPWF was constructed in 1983, using a wet/dry sump pumping system and 16-inch diameter by 11,700-foot-long force main. The force main discharges near the Lyons/Nevada intersection where the discharged wastewater is then gravity fed to the City's Riverside Park Water Reclamation Facility. The existing NPWF pump system operates at an efficiency level that is lower than desired and believed to contribute to the buildup of H<sub>2</sub>S gas at both the NPWF and force main discharge. Measured H<sub>2</sub>S gas levels often exceed noxious levels and pose a health hazard for wastewater maintenance personnel entering the adjacent maintenance hole.

## Scope of Services

This SOW is organized into the five following tasks:

- Task 1: Kickoff Meeting, Data Collection, Site Visit, and Project Management
- Task 2: Data Review and Evaluation
- Task 3: NPWF Hydraulic Modeling
- Task 4: NPWF Odor Analysis and Modeling
- Task 5: Data Summary, Alternatives Analysis, and Recommendations Technical Report
- Task 6 (Optional): System Model Buildout

## **Task 1 – Kickoff Meeting, Data Collection, Site Visit, and Project Management**

Task 1 services include the following activities to be conducted by Jacobs:

- **Kick-off meeting**—The Jacobs Project Manager (PM) and Senior Technical Advisor (STA) will participate in a kickoff meeting with the City to review the project's scope, delivery schedule, and initial data needs.
- **Data collection**—Jacobs will coordinate with the City to obtain pertinent data related to the activities described in this scope. The City will provide system data collected as part of the system operation and maintenance (O&M), along with other applicable documentation that pertain to the project. Upon a data review, Jacobs may identify and recommend additional data needs. Identified data to be reviewed includes:
  - City's existing wastewater system model in the NPWF area
  - Existing and future system flow rates at NPWE
  - Record drawings
  - GIS data
  - H2S meter readings
  - NPWF pump runtimes
- **Site visit**—Jacobs PM and STA will visit the NPWF (including the wet/dry well, control structure, outfall structure, and other upstream facilities) after an initial review of data received from the City to visually observe site conditions and system operation. The purpose of the site visit will be to get a firsthand view of the site and discuss current conditions of the facility system and operations with City staff and technicians.
- **Project management and administration**—Labor allocation for Jacob's PM is included as project management and administration activities, including initializing the project, tracking project costs, coordinating team activities and tasks, and preparing standard Jacobs monthly progress reports.

### **Task 1 Deliverables:**

As part of this task, Jacobs will prepare and distribute four monthly progress reports.

Health and Safety Plan for site visit activities.

### **Task 1 Assumptions**

Assumptions for this task are as follows:

- The kickoff meeting will be held within 3 weeks of notice to proceed and will be attended by Jacob's PM, STA, and City personnel; 4 hours are scoped for each the PM and STA to participate in the kickoff meeting, which will include preparing the meeting and documenting action items following the meeting.
- The City will provide Jacob's with all appropriate data related to the services as outlined in this SOW. The City also will provide electronic copies of project-related data.
- Jacobs will rely upon the accuracy, timeliness, and completeness of the information provided by the City. Jacobs assumes that data and documents can be transferred before (via email or electronic file transfer) the kickoff meeting.
- Jacobs will conduct one NPFW site visit to visually observe site and system conditions and discuss performance issues with City O&M staff. The site visit will be conducted by the Jacobs PM and STA and 3 hours has been allotted for each Jacobs participant. The site visit will be conducted during the same trip as the project kickoff meeting, and no confined space entry will be required.

- Labor allocations assume a total of 16 hours for initializing the project and developing monthly invoices and progress reports for City submittal. Labor allocations for the Jacobs Project Accountant assumes 15 hours for initializing the project and preparing monthly invoices.

## **Task 2 – Data Review and Evaluation**

Jacobs will review the data and documents provided by the City to begin developing viable options to improve system capacity and efficiency for the designated flow rates. Specifically, Jacobs will review the following to support the expansion of the City's wastewater collection model and H<sub>2</sub>S modeling:

- Existing and future system flow rates into and out of the NPWF system
- Existing City wastewater system model in the region of the NPWF
- Record drawings of the conveyance system, NPWF pump station, force main discharge structure, and other facilities relevant to the project
- Existing geographical information system (GIS) maps and data
- Historical supervisory control and data acquisition and/or pump station operation data (for example, pump cycle times, flows rates, and diurnal patterns)
- Existing H<sub>2</sub>S meter readings and system locations
- Existing wastewater quality data related to the reach in question
- Data obtained during the site visit and other field observations
- Additional data requested or collected as project develops
- Condition assessment data (for example, closed-circuit television of the NPWF collection system)

After reviewing existing data, Jacobs will develop a NPWF basin schematic of the wastewater collection system to identify areas with data gaps related to H<sub>2</sub>S and hydraulic data (if any). The final schematic graphics will be incorporated in the final technical report as part of Task 5.

## **Task 2 Deliverables**

No formal deliverables are required for Task 2—the results of Task 2 will be documented in the technical report prepared under Task 5.

## **Task 2 Assumptions**

Following are the assumptions for Task 2:

- After reviewing data provided by the City, Jacobs may request additional data if determined necessary to successfully perform the performance evaluation. Any additional data requests will be communicated via email or telephone; further no site visits are assumed to be needed for data retrieval.
- Any additional H<sub>2</sub>S monitoring will be conducted by the City's. Monitoring equipment will be calibrated to within the manufacturer's recommended specifications
- Jacobs will not perform any physical investigation work, surveying, or field oversight as part of this SOW. The data evaluation will be based on the site visit and review of available data provided to Jacobs by the City.
- The scope of work does not include a seismic evaluation of any existing NPWF facility.

### **Task 3 – North Pointe Wastewater Facility Hydraulic Modeling**

This task involves extending and making updates to the City's wastewater system computer model for the associated service areas flowing to the NPWF. The level of effort to extend the model includes extending the system model to include the NPWF pump station and force main, the Shiloh Hills Pump Station and force main, and pipes 15 inches in diameter or larger upstream of the NPWF.

#### **Task 3 Deliverables**

Following are the Task 3 deliverables:

- Updated and refined system model that reflects the existing system
- Tabular data of the components and nodes added to the system model

#### **Task 3 Assumptions**

The assumptions for Task 3 are as follows:

- Current system model ends at the NPWF force main discharge.
- Extension of model improvements will be limited to pump stations, force mains, and trunk sewers upstream of the NPWF force main discharge.
- The modeled pipe network will be based on the City's GIS data.
- The modeled pump stations will be based on record drawings, pump curves, and pump run time data provided by the City.
- No model calibration will be conducted. The model performance will be verified by comparing modeled and monitored pump run times.
- Additional system model update work will be completed under optional Task 6.

### **Task 4 – North Pointe Wastewater Facility Odor Analysis and Modeling**

This task consists of reviewing and summarizing H<sub>2</sub>S gas levels collected by the City and recommending appropriate mitigation strategies to reduce odors, corrosion, and potentially hazardous conditions for the City's maintenance personnel. This task will involve developing an odor model for the NPWF using the INTERCEPTOR powered by WATS modeling software. This model will be used to predict how H<sub>2</sub>S develops, migrates, and impacts the NPWF basin and downstream system. Jacobs will use the sewer process model (INTERCEPTOR powered by WATS) to evaluate the effectiveness of alternatives to address the H<sub>2</sub>S issue during the alternatives analysis.

The treatment options assessment will use the WATS model to evaluate a range of technologies, dosages and locations for liquid and vapor phase treatment as well as any operations of physical changes that will improve odor generation/emissions. This will include an analysis of the recently installed oxygen infusion system. This assessment will culminate in the most technically feasible treatment options for cost comparison in Task 5.0.

The INTERCEPTOR powered by Wats was developed by Jacobs and the University of Aalborg (Denmark) and is used to complete odor and corrosion master planning of large citywide networks and can provide the following solutions:

- Identify odor and corrosion hotspots locations given limited field sampling data.
- Assess the sensitivity of odors and corrosion to a myriad of interrelated variables including stochastic simulations.
- Screen control alternatives across numerous technologies, locations, doses, and sizes.

- Predict impacts to projected future conditions.
- Assess the odor and corrosion impact of planned sewer pipe alignments.
- Provide an ongoing odor and corrosion control planning management tool that can be maintained in parallel with a hydraulic model.
- Assess impacts to the wastewater treatment plant due to interventions in the upstream sewer.

In brief, the odor modeling typically aims at solving the following in-sewer problems and related management strategies:

- Concrete corrosion caused by H<sub>2</sub>S
- H<sub>2</sub>S generation, mass transfer, and emissions
- Generation and fate of volatile organic compounds (VOCs)
- Headspace natural ventilation
- Response of H<sub>2</sub>S and VOC control strategies
- Analysis of wastewater quality at inflows

#### **Task 4 Deliverables**

No formal deliverables are required for Task 4—the results of Task 4 will be documented in the technical report prepared under Task 5.

#### **Task 4 Assumptions:**

The following assumptions were made with regard to Task 4:

- This City will provide the appropriate physical inputs, field sampling data both upstream and downstream of the NPWF to support model calibration. Inputs include wastewater grab samples that characterize the BOD, COD, DO, temperature, pH, alkalinity, and dissolved sulfide.
- Two flow conditions will be considered (diurnal peak and low).
- The treatment assessment will focus on odor rather than concrete corrosion.

#### **Task 5 – Data Summary, Alternatives Analysis, and Recommendations Technical Report**

The intent of this task is to document the work completed in Tasks 1 through 4 by compiling the relevant analysis data and information into a report format. The subsequent report will become a reference document for the City Engineering, Wastewater and Public Works managers. The report will document the following:

- Summary of project scope and background
- Observations of the existing system information reviewed as part of Task 2
- Details related to the extension of the hydraulic system model
- Details of the INTERCEPTOR powered by WATS wastewater process model set up and calibration, and subsequent alternatives analysis
- Class 4 cost estimates ( -30% to +40%) of the alternatives
- Recommendations on what the City should implement to improve system capacity and efficiency for current and forecasted flows and methods for H<sub>2</sub>S and odor mitigation

Task 5 Deliverables: Draft and final reports will be submitted in electronic form only (Microsoft Word file and Adobe Acrobat pdf).

### **Task 5 Assumptions**

Task 5 assumptions are as follows:

- In providing opinions of costs, financial analyses, economic feasibility projections, Jacobs has no control of over cost or price of labor and materials, unknown latent conditions of existing equipment or structures that may affect the projects overall costs, in addition to, competitive bidding procedures and market conditions; time or quality of performance by third parties, and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no warranty that the Owner's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Jacob's opinions, analysis, projections, or estimates.
- The draft and final reports will not exceed 20 pages in length.
- The draft report will undergo one review cycle, and the City will provide consolidated comments (in track changes in the submitted word document) within 2 weeks of receiving it.

### **Task 6 (Optional Task) – System Model Buildout**

This task would consist of adding additional data to the system model, including building the NPWF collection system down to all 8-inch pipes upstream of NPWF. This task will proceed only with authorization by the City. Before authorization of work under this task, Jacobs will prepare a budget authorization request, which will describe the work to be executed and outline a budget estimate.

### **Task 6 Deliverables**

Deliverables for this task will be as follows:

- Updated and refined system model that includes the entire NPWF collection system
- Tabular or bulleted list of changes to the model

### **Task 6 Assumptions**

The following assumptions are made for Task 6:

- The City will provide the available modeling criteria related to the NPWF collection system.
- Modeling data will be based on the City's GIS, which will be quality checked by Jacobs by spot-checking City record drawings.
- Model calibration will be based on the available pump station data.

### **Fee Estimate**

Table 1 shows the assumed task labor hours, labor estimates, and total fee estimate for Tasks 1 through 5 of this letter proposal and SOW on a time and materials basis. The total fee to perform the services as outlined in this proposal will not exceed \$75,000 without written authorization from the City. As described above, Task 6 is an optional task and would only be implemented with City approval. The City will need to provide written authorization informing Jacobs to proceed with the work described in Task 6, and that work will then be performed on a time and materials basis. Table 2 shows the labor categories, key staff, and labor rates that will be effective for the duration of this contract for reporting services.

Billing rates were established using a 2.70 multiplier on Jacobs staff raw rates. Staff not listed in Table 2 will bill to the project using the same 2.70 multiplier on raw rates.





<b>Table 1. Labor Hours and Fee Estimate</b> <i>North Pointe Wastewater System Analysis</i>				
Task Description	Labor (hours)	Labor	Expenses	Total
Task 1: Kickoff Meeting, Data Exchange, Site Visits, and Project Management	54	\$9,989	\$1,479	\$11,468
Task 2: Data Review and Evaluation	64	\$11,192		\$11,192
Task 3: North Pointe Wastewater Facility Hydraulic Modeling	100	\$12,832		\$12,832
Task 4: North Pointe Wastewater Facility Odor Analysis and Modeling	128	\$23,684		\$23,684
Task 5: Data Summary, Alternatives Analysis, and Recommendations Technical Report	102	\$15,824		\$15,824
<b>Totals</b>	448			<b>\$75,000</b>
<b>Optional Task</b>				
Task 6: System Model Buildout	Labor to be determined at a later date, subject to approval from the City			

<b>Table 2. Staff and Rates with 2.70 Multiplier</b> <i>North Pointe Wastewater System Analysis</i>			
Key Staff	Role	2019 Raw Rates:	2019 Cost-at-Billing Rates:
Brian Shuck, PE, PMP	Project Manager	\$80.30	\$216.81
Miaomiao Zhang, PE	Senior Technical Consultant—Odor	\$74.07	\$199.99
Ryan Dunne	Hydraulic Modeler	\$40.62	\$109.68
Suibing Liu, PE	Senior Modeler Quality Assurance/Quality Control	\$73.84	\$199.37
Matthew Ward, PE	Odor Modeler	\$63.72	\$172.05
Scott Cowden, PE	Senior Odor Quality Assurance/Quality Control	\$87.71	\$236.83
Dan Buonadonna, PE	Senior Technical Consultant—Condition Assessment	\$69.79	\$188.44
Sylvia Karageorge	Project Accountant	\$32.44	\$87.58
Traci Soebbing	Project Assistant	\$22.73	\$61.38

## Schedule

Jacobs is prepared to begin the work described in this letter proposal upon receiving the City's approval and notice to proceed during January 2019. The work in this letter proposal assumes a project period of 4 months from notice to proceed.

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

01/14/2019

**Date Rec'd**

12/31/2018

**Clerk's File #**

OPR 2019-0004

**Renews #****Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

FIRE

**Contact Name/Phone**

JAY ATWOOD X7095

**Contact E-Mail**

JATWOOD@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

1970 - GRANT AGREEMENT FROM SPOKANE COUNTY

**Agenda Wording**

New federal grant from the Department of Homeland Security, passed thru from Spokane County. The County purchased and donated technical rescue equipment to the Spokane Fire Department valued at \$59,960.35.

**Summary (Background)**

The City took custody of the following equipment during 2018, which was purchased by Spokane County as part of Homeland Security grant (EMW-2017-SS-00101-S01): USAR Exfil SAR Helmet 7,048.67  
Hydrافusion Strut Kit 6,282.11 Light USAR Rescue Strut System 36,333.76 12"x12" Hinged Base  
w/Anchor 2,038.48 96" Raker Rail 1,610.24 Misc 6,647.09 Total 59,960.35

**Fiscal Impact**

Grant related? YES

Public Works? NO

**Budget Account**

Expense \$ 36,333.76

# 1970-935XX-94000-56401

Expense \$ 23,626.59

# 1970-935XX-22200-5XXXX

Revenue \$ 59,960.35

# 1970-935XX-99999-33397

Select \$

#

**Approvals****Dept Head**

SCHAEFFER, BRIAN

**Division Director**

SCHAEFFER, BRIAN

**Finance**

BUSTOS, KIM

**Legal**

DALTON, PAT

**For the Mayor**

COTE, BRANDY

**Council Notifications****Study Session****Other**

PSCHC 01/07/19

**Distribution List**

fireaccounting@spokanecity.org

kbustos@spokanecity.org

**Additional Approvals****Purchasing****GRANTS &****CONTRACT MGMT**

BROWN, SKYLER

# Briefing Paper

## Public Safety and Community Health

<b>Division &amp; Department:</b>	Fire																																				
<b>Subject:</b>	Homeland Security Grant																																				
<b>Date:</b>	12/31/18																																				
<b>Contact (email &amp; phone):</b>	Jay Atwood (X7095), <a href="mailto:jatwood@spokanecity.org">jatwood@spokanecity.org</a> Kim Bustos (X7155), <a href="mailto:kbustos@spokanecity.org">kbustos@spokanecity.org</a> Ryan Reding (X7020), <a href="mailto:rreding@spokanecity.org">rreding@spokanecity.org</a>																																				
<b>City Council Sponsor:</b>																																					
<b>Executive Sponsor:</b>																																					
<b>Committee(s) Impacted:</b>	Public Safety and Community Health Committee																																				
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative																																				
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget																																				
<b>Strategic Initiative:</b>	Safe & Healthy																																				
<b>Deadline:</b>																																					
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Acceptance of pass-thru grant from Spokane County on behalf of the Department of Homeland Security for donated equipment that will be used by the City's technical rescue team.																																				
<p><b>Background/History:</b> Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.</p> <p>The City took custody of the following equipment, which was purchased by Spokane County as part of Homeland Security grant (EMW-2017-SS-00101-S01):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Item</th> <th>Quantity</th> <th>Unit Cost</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>USAR Exfil SAR Helmet</td> <td>24</td> <td>269.94</td> <td>7,048.67</td> </tr> <tr> <td>Hydrafusion Strut Kit</td> <td>2</td> <td>2,887.00</td> <td>6,282.11</td> </tr> <tr> <td>Light USAR Rescue Strut System</td> <td>1</td> <td>33,395.00</td> <td>36,333.76</td> </tr> <tr> <td>12"x12" Hinged Base w/Anchor</td> <td>4</td> <td>468.40</td> <td>2,038.48</td> </tr> <tr> <td>96" Raker Rail</td> <td>2</td> <td>740.00</td> <td>1,610.24</td> </tr> <tr> <td>Misc</td> <td>Various</td> <td>Various</td> <td>6,647.09</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: right;">59,960.35</td> </tr> </tbody> </table>		Item	Quantity	Unit Cost	Total	USAR Exfil SAR Helmet	24	269.94	7,048.67	Hydrafusion Strut Kit	2	2,887.00	6,282.11	Light USAR Rescue Strut System	1	33,395.00	36,333.76	12"x12" Hinged Base w/Anchor	4	468.40	2,038.48	96" Raker Rail	2	740.00	1,610.24	Misc	Various	Various	6,647.09								59,960.35
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<p><b>Executive Summary:</b></p> <p>New federal grant from the Department of Homeland Security, passed thru from Spokane County. The County purchased and donated technical rescue equipment to the Spokane Fire Department valued at \$59,960.35.</p>																																					
<p><b>Budget Impact:</b></p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Homeland Security Grant</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) No matching required</p>																																					
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>																																					

**INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY  
AND THE CITY OF SPOKANE  
IN CONJUNCTION WITH FY 2017 HOMELAND SECURITY GRANT PROGRAM**

<b>1. Grantee</b> City of Spokane Address: 808 West Spokane Falls Blvd. City, ST Zip: Spokane, WA 99201		<b>2. Contract Amount</b>  <p style="text-align: center;">\$59,960.35</p>	<b>3. Tax ID#</b> 91-6001280 <hr/> <b>4. DUNS#</b> 115528189
<b>5. Grantee Representative</b> Name: Kim Bustos Title: Chief Accountant Address: 808 West Spokane Falls Blvd. City, ST Zip: Spokane, WA 99201 Phone: (509) 625-7155 Email: kbustos@spokanecity.org		<b>6. Spokane County's Representative</b> Christopher Barnes Program Specialist Spokane County Greater Spokane Emergency Management 1121 W. Gardner Ave. Spokane, WA 99201 509-477-3007 cbarnes@spokanecounty.org	
<b>7. Grant ID #</b> <p style="text-align: center;">GSEM-1741</p>	<b>8. Original Grant ID#</b> <p style="text-align: center;">E18-163</p>	<b>9. Start Date</b> <p style="text-align: center;">9/1/2017</p>	<b>10. End Date</b> <p style="text-align: center;">12/31/2018</p>
<b>11. Funding Source:</b> <div style="display: flex; justify-content: space-around;"> <span><input checked="" type="checkbox"/> Federal</span> <span><input type="checkbox"/> </span> </div>			
<b>12. Federal Funds (as applicable)</b> EMW-2017-SS-00101-S01	<b>CFDA #</b> <p style="text-align: center;">97.067 - HSGP</p>	<b>Federal Agency:</b> <p style="text-align: center;">U.S. Department of Homeland Security</p>	
<b>13. Contractor Selection Process:</b> (check all that apply or qualify) <div style="display: flex; flex-direction: column;"> <div><input type="checkbox"/> Sole Source</div> <div><input type="checkbox"/> A/E Services</div> <div><input type="checkbox"/> Competitive Bidding</div> <div><input checked="" type="checkbox"/> Pre-approved by Funder</div> </div>		<b>14. Contractor Type:</b> (check all that apply) <div style="display: flex; flex-direction: column;"> <div><input type="checkbox"/> Private Organization/Individual</div> <div><input checked="" type="checkbox"/> Public Organization/Jurisdiction</div> <div><input type="checkbox"/> VENDOR</div> <div><input checked="" type="checkbox"/> SUBRECIPIENT</div> <div><input type="checkbox"/> Non-Profit <span style="margin-left: 20px;"><input type="checkbox"/> For-Profit</span></div> </div>	
<b>15. Grant Purpose &amp; Description:</b> The purpose of the FFY 2017 Homeland Security Grant Program (17HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States. 17HSGP provides funding to implement investments that build, sustain and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. 17HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, management and administration. CITY OF SPOKANE is a sub-recipient of the 17HSGP Award which is attached and incorporated by reference into this Agreement. CITY OF SPOKANE is accountable to both the Washington State Military Department and SPOKANE COUNTY for proper use of the federal funds provided under this Agreement. The CITY OF SPOKANE's Work Plan (scope), Budget, and Timeline (schedule) for this subaward are detailed in Exhibits A, B & C.			
<b>16. IN WITNESS WHEREOF SPOKANE COUNTY and The CITY OF SPOKANE,</b> acknowledge and accept the terms of this AGREEMENT, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this AGREEMENT as of the date below. This AGREEMENT Face Sheet; Work Plan/Approved Projects (Exhibit A); Budget (Exhibit B); Timeline (Exhibit C); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this AGREEMENT. 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.			
<b>FOR THE GRANTEE:</b>  <div style="display: flex; justify-content: space-between;"> <div>Signature _____</div> <div>Date _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Name _____</div> <div></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Title _____</div> <div></div> </div>		<b>FOR SPOKANE COUNTY:</b>  <div style="display: flex; justify-content: space-between;"> <div>Signature _____</div> <div>Date _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Chandra Fox Name _____</div> <div></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Deputy Director GSEM Title _____</div> <div></div> </div>	



## **SECTION NO. 1: SERVICES**

The CITY OF SPOKANE shall provide those services set forth in the Work Plan attached hereto as Exhibit "A" and incorporated herein by reference.

## **SECTION NO. 2: RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN**

While SPOKANE COUNTY undertakes to assist the CITY OF SPOKANE with the project/statement of work/work plan (project) by providing funds pursuant to this AGREEMENT, the project itself remains the sole responsibility of the CITY OF SPOKANE. SPOKANE COUNTY undertakes no responsibility to the CITY OF SPOKANE, or to any third party, other than as is expressly set out in this AGREEMENT.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the CITY OF SPOKANE, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the CITY OF SPOKANE shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations and executive orders.

The CITY OF SPOKANE shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the CITY OF SPOKANE in connection with the project. The CITY OF SPOKANE shall not look to SPOKANE COUNTY and/or the Washington State Military Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

## **SECTION NO. 3: HOMELAND SECURITY GRANT PROGRAM SPECIFIC REQUIREMENTS**

- A. FY 17 Homeland Security Grant Program stipulates the following for overall grant funding; specific caps or thresholds for this AGREEMENT may differ:
  - 1. Up to 5 percent of Homeland Security Grant Program funds awarded may be used for management and administrative purposes directly related to administration of the grant.
  - 2. At least 25 percent of the combined Homeland Security Grant Program funds allocated under SHSP and UASI is to be dedicated towards law enforcement terrorism prevention activities (LETPA). The LETPA allocation can be from SHSP, UASI or both.
  - 3. Personnel expenses may not exceed 50 percent of the HSGP award.
- B. Percentages applicable to the CITY OF SPOKANE under this AGREEMENT may differ from the above overall FFY 2017 HSGP grant stipulations as the requirements apply to the overall grant program:
  - 1. The agreement amount for management and administration purposes may vary, but the CITY OF SPOKANE must not exceed the amount identified on the Budget Sheet.
  - 2. The agreement LETPA percentage may vary, but the CITY OF SPOKANE must meet the percentage identified on the Budget Sheet as a minimum.
  - 3. The agreement amount for personnel expenses may vary, but the CITY OF SPOKANE must not exceed the amount identified on the Budget Sheet.
- C. Use of HSGP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy.
- D. SHSP-funded projects must address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All supported investments are based on capability targets and gaps identified during the assessment process.

- E. The CITY OF SPOKANE shall use HSGP funds only to perform tasks as described in the Work Plan contained in "Exhibit A" approved by SPOKANE COUNTY and the Washington State Military Department.

#### **SECTION NO. 4: 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. 5: RELATIONSHIP OF THE PARTIES**

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The CITY OF SPOKANE and/or employees or agents performing under this AGREEMENT are not employees or agents of SPOKANE COUNTY or the Washington State Military Department in any manner whatsoever. The CITY OF SPOKANE will not be presented as, nor claim to be, an officer or employee of SPOKANE COUNTY or the Washington State Military Department by reason of this AGREEMENT nor will the CITY OF SPOKANE make any claim, demand or application to or for any right or privilege applicable to an officer or employee of SPOKANE COUNTY or the Washington State Military Department by reason of this AGREEMENT, including but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

#### **SECTION NO. 6: ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS**

The CITY OF SPOKANE agrees to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this AGREEMENT and the informational documents published by DHS/FEMA applicable to the FY 2017 HSGP Program, including but not limited to, all criteria restrictions and requirements of the "Department of Homeland Security Notice Funding Opportunity Fiscal Year 2017 Homeland Security Grant Program" document, the DHS Award Announcement Letter for Grant No. EMW-2017-SS-00101-S01, and the federal regulations commonly applicable to DHS/FEMA grants, which are incorporated herein by reference. The DHS Award Letter is incorporated in this AGREEMENT as "Attachment" #1.

The CITY OF SPOKANE acknowledges that since this AGREEMENT involves federal award funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The CITY OF SPOKANE agrees that it will not hold the Washington State Military Department, the State of Washington, SPOKANE COUNTY or the United States liable for any damages, claim for reimbursement or any type of payment whatsoever for services performed under this AGREEMENT prior to the distribution of appropriated federal funds or if federal funds are not appropriated or in a particular amount.

The use or disclosure by any party of any information concerning the Washington State Department of Military for any purpose not directly connected with the administration of the Washington State Department of Military, SPOKANE COUNTY's, or the CITY OF SPOKANE's responsibilities with respect to services provided under this AGREEMENT is prohibited except by prior written consent of SPOKANE COUNTY, and/or the Washington State Department of Military or as required to comply with the state Public Records Act, other law or court order.

#### **SECTION NO. 7: COMPLIANCE WITH LAWS**

The CITY OF SPOKANE and SPOKANE COUNTY agree that all activity pursuant to this AGREEMENT will be in accordance with all applicable current federal, state and local laws, rules and regulations. As a



recipient of federal financial assistance under this AGREEMENT, the CITY OF SPOKANE shall comply with all applicable state and federal statutes, regulations, executive orders and guidelines, including but not limited to the following:

- A. The CITY OF SPOKANE must comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the ADA 28 CFR Part 35. The ADA provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.
- B. The CITY OF SPOKANE and all its contractors and subrecipients shall comply with and SPOKANE COUNTY and the Washington State Military Department are not responsible for determining compliance with, any and all applicable federal, state and local laws, regulations, executive orders, OMB Circulars and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Person (RCW 70.92), and safety and health regulations.

The CITY OF SPOKANE shall comply with all applicable federal and state non-discrimination laws, regulations and policies. No person shall on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded in whole or in part, under this AGREEMENT.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the CITY OF SPOKANE, its subcontractors or subrecipients, SPOKANE COUNTY may rescind, cancel or terminate the AGREEMENT in whole or in part in its sole discretion. The CITY OF SPOKANE is responsible for all costs or liability arising from its failure and that of its subcontractors and/or subrecipients to comply with application laws, regulations, executive orders, OMB Circulars or policies.

#### **SECTION NO. 8: COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES**

The purpose of this INTERLOCAL AGREEMENT is to reduce to writing the Agreement between the PARTIES regarding the equipment contained in Attachment "B" Budget. The equipment costs contained in the Attachment "B" Budget and the list of equipment contained in Attachment "C" Acknowledgment, was purchased by SPOKANE COUNTY and transferred to the CITY OF SPOKANE on December 4, 2018. No funds will be transferred to the CITY OF SPOKANE, therefore, no billing by the CITY OF SPOKANE to SPOKANE COUNTY will occur.

#### **SECTION NO. 9: REPORTING REQUIREMENTS**

The CITY OF SPOKANE shall 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 SPOKANE

COUNTY the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>; which is incorporated by reference and made a part of this AGREEMENT.

## **SECTION NO. 10: EQUIPMENT AND SUPPLY MANAGEMENT**

The CITY OF SPOKANE and any non-federal entity to which the CITY OF SPOKANE makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this AGREEMENT, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include but not limited to:

- A. Upon successful completion of the terms of this AGREEMENT, all equipment and supplies purchased through this AGREEMENT will be owned by the CITY OF SPOKANE.
- B. All equipment, and supplies as applicable, purchased under this AGREEMENT will be recorded and maintained in the CITY OF SPOKANE's inventory system.
- C. Records shall include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of funding for the equipment, including the Federal Award Identification Number (FAIN); Catalog of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
- D. The CITY OF SPOKANE must take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the CITY OF SPOKANE to determine the cause of the difference. The CITY OF SPOKANE shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- E. The CITY OF SPOKANE must be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The CITY OF SPOKANE shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
- F. The CITY OF SPOKANE must develop a control system to ensure adequate safeguards to prevent loss, damage and theft of the property. Any loss, damage or theft shall be investigated and a report generated and sent to SPOKANE COUNTY and the Washington State Military Department.
- G. The CITY OF SPOKANE must obtain and maintain all necessary certifications and license for the equipment.
- H. If the CITY OF SPOKANE is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.
- I. If upon termination or at the AGREEMENT end date, there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value which will not be needed for any other Federal award, or when original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency or award, the CITY OF SPOKANE must comply with the following procedures:
  1. The CITY OF SPOKANE may retain the supplies for use on other non-Federal related activities or sell them, but must compensate the Federal sponsoring agency for its share.
  2. The CITY OF SPOKANE must dispose of equipment as follows:
    - a. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the CITY OF SPOKANE with no further obligation to the awarding agency.



- b. Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the CITY OF SPOKANE must compensate the Federal-sponsoring agency for its share.
- J. Records for equipment shall be retained by the CITY OF SPOKANE for a period of six years from the date of disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the CITY OF SPOKANE until all litigation, claims, or audit findings involving the records have been resolved.
- K. Allowable equipment and supply categories for 17HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/authorized-equipment-list>. The AEL consists of 21 categories which are divided into sub-categories. It is important the CITY OF SPOKANE and any non-federal entity to which the CITY OF SPOKANE makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program, and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The CITY OF SPOKANE is solely responsible for ensuring purchased items under this AGREEMENT are authorized as allowed items by the AEL at time of purchase. If the item is not identified on the AEL as allowable under HSGP, the CITY OF SPOKANE must contact SPOKANE COUNTY's Key Personnel for assistance in seeking FEMA approval prior to acquisition.
- L. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using Federal award funds.
- M. Equipment purchased with DHS federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" when practicable.

As a subrecipient of federal funds, the CITY OF SPOKANE must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the CITY OF SPOKANE makes a subaward of federal award funds under this AGREEMENT.

#### **SECTION NO. 11: GRANTEE MONITORING**

- A. SPOKANE COUNTY will monitor the activities of the CITY OF SPOKANE from the award date to closeout. The goal of SPOKANE COUNTY'S monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this AGREEMENT, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- A. To document compliance with 2 CFR Part 200 Subpart F requirements, the CITY OF SPOKANE shall complete and return to SPOKANE COUNTY the attached Audit Certification Form, which is incorporated herein and made part of this AGREEMENT. The Audit Certification Form must be signed each fiscal year thereafter until the completion of this AGREEMENT.
- B. Monitoring activities performed by SPOKANE COUNTY may include, but are not limited to:
  - 1. Review of performance reports;
  - 2. Monitoring and documenting the completion of the AGREEMENT deliverables;
  - 3. Documentation of phone calls, meetings, e-mails and correspondence;
  - 4. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports and to verify completion of deliverables.
- C. The CITY OF SPOKANE is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the CITY OF SPOKANE makes a subaward as a pass-through entity under this AGREEMENT.
- D. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

## **SECTION NO. 12: LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

The CITY OF SPOKANE 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](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. 13: SINGLE AUDIT ACT REQUIREMENTS**

- A. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term “non-federal entity” means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.
- B. If the CITY OF SPOKANE is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The CITY OF SPOKANE has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor’s Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.
- C. The CITY OF SPOKANE shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- D. The CITY OF SPOKANE must respond to SPOKANE COUNTY and/or the Washington State Military Department’s requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. SPOKANE COUNTY and/or the Washington State Military Department reserve the right to recover from the CITY OF SPOKANE all disallowed costs resulting from the audit.
- E. Once the single audit has been completed and if it includes any audit findings, the CITY OF SPOKANE must send a full copy of the audit and its corrective action plan to SPOKANE



COUNTY and the Washington State Military Department at the following address no later than nine (9) months after the end of the CITY OF SPOKANE's fiscal year(s):

**Christopher Barnes  
Program Specialist  
Greater Spokane Emergency Management  
1121 W Gardner  
Spokane WA 99201**

- F. If the CITY OF SPOKANE claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, it must send a letter identifying this AGREEMENT and explaining the criteria for exemption no later than nine (9) months after the end of the CITY OF SPOKANE's fiscal year(s) to:

**Christopher Barnes  
Program Specialist  
Greater Spokane Emergency Management  
1121 W Gardner.  
Spokane WA 99201**

- G. SPOKANE COUNTY and/or the Washington State Military Department retain the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.
- H. The CITY OF SPOKANE shall include the above audit requirements in any sub-contracts.
- I. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this AGREEMENT. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the CITY OF SPOKANE's failure to comply with said audit requirements may result in one or more of the following actions in SPOKANE COUNTY's and/or the Washington State Military Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

#### **SECTION NO. 14: VENUE STIPULATION**

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the state of Washington. Venue of any suit between the PARTIES arising out of this AGREEMENT shall be the Superior Court of SPOKANE COUNTY, Washington. The CITY OF SPOKANE, by execution of this AGREEMENT acknowledges the jurisdiction of the courts of the State of Washington.

#### **SECTION NO. 15: SEVERABILITY**

If any court of rightful jurisdiction holds any provision or condition under this AGREEMENT or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the AGREEMENT, which can be given effect without the invalid provision. To this end, the terms and conditions of this AGREEMENT are declared severable.

#### **SECTION NO. 16: AMENDMENTS AND MODIFICATIONS**

The CITY OF SPOKANE and/or SPOKANE COUNTY may request, in writing, an amendment or modification of this AGREEMENT. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives

of SPOKANE COUNTY and the CITY OF SPOKANE. No other understandings or agreements, written or oral, shall be binding on the parties.

**SECTION NO. 17: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY**

As federal funds are a basis for this AGREEMENT, The CITY OF SPOKANE certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this AGREEMENT by any federal department or agency.

The CITY OF SPOKANE shall complete, sign and return a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form which is attached and incorporated to this AGREEMENT.

Further, the CITY OF SPOKANE agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The CITY OF SPOKANE certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the CITY OF SPOKANE may comply with this provision by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The CITY OF SPOKANE also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>). The CITY OF SPOKANE also agrees not to enter into any agreements or contracts for the purchase of goods and services with any part on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

**SECTION NO. 18: CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

As required by 44 CFR Part 18, The CITY OF SPOKANE hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the CITY OF SPOKANE to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this AGREEMENT, the CITY OF SPOKANE will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the CITY OF SPOKANE will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.



## **SECTION NO. 19: TAXES, FEES, AND LICENSES**

Unless otherwise provided in this AGREEMENT, the CITY OF SPOKANE shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the CITY OF SPOKANE or its staff required by statute or regulation that are applicable to the AGREEMENT performance.

## **SECTION NO. 20: CONFLICT OF INTEREST**

No officer or employee of the SPOKANE COUNTY; no member, officer, or employee of the CITY OF SPOKANE or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the CITY OF SPOKANE who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this AGREEMENT. The CITY OF SPOKANE shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

## **SECTION NO. 21: DISPUTE RESOLUTION**

Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties and be sent to all parties. The panel shall consist of a representative appointed by SPOKANE COUNTY, a representative by the CITY OF SPOKANE and a third party mutually agreed upon by both parties. The panel shall by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

## **SECTION NO. 22: INDEMNIFICATION**

It is understood and agreed that this AGREEMENT is solely for the benefit of the PARTIES to the AGREEMENT and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT.

To the extent allowed by law, THE CITY OF SPOKANE, its successors or assigns, shall protect, save, indemnify, defend, and hold harmless SPOKANE COUNTY, the Washington State Military Department, the State of Washington and the United States Government and their authorized agents and employees, from and against all claims, actions, costs, expenses or damages of any nature whatsoever by reason of the acts or omissions of THE CITY OF SPOKANE its' sub-contractors, consultants, subrecipients, assigns, agents, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this AGREEMENT.

To the extent allowed by law, THE CITY OF SPOKANE further agrees to defend SPOKANE COUNTY, the Washington State Military Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorney's fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this AGREEMENT.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sold negligence of SPOKANE COUNTY; provided, that if the claims or damages are caused by or

result from the concurrent negligence of (1) SPOKANE COUNTY, and (2) THE CITY OF SPOKANE, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of THE CITY OF SPOKANE or its agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA): THE CITY OF SPOKANE represents and warrants that its' work place does now or will meet all applicable federal and state safety and health regulations that are in effect during THE CITY OF SPOKANE's performance under this AGREEMENT. To the extent allowed by law, THE CITY OF SPOKANE further agrees to indemnify and hold harmless SPOKANE COUNTY, the Washington State Military Department and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against SPOKANE COUNTY, and the Washington State Military Department, as a result of the failure of THE CITY OF SPOKANE to so comply.

#### **SECTION NO. 23: EXECUTION AND APPROVAL**

The signatories to this AGREEMENT represent that they have the authority to bind their respective organizations to this AGREEMENT. Only the PARTIES' authorized representatives shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this AGREEMENT. Any alteration, amendment, modification, or waiver of any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by both PARTIES' authorized representatives. Further, only the Authorized Signature representatives or the designee of the Authorized Signature representative shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans and other requests, certifications and documents authorized by or required under this AGREEMENT.

#### **SECTION NO. 24: NONASSIGNABILITY**

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by the CITY OF SPOKANE.

#### **SECTION NO. 25: NOTICES**

The CITY OF SPOKANE shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

#### **SECTION NO. 26: PUBLICITY**

The CITY OF SPOKANE agrees to submit to SPOKANE COUNTY and the Washington State Military Department, prior to issuance all advertising and publicity matters relating to this AGREEMENT wherein SPOKANE COUNTY's and/or the Washington State Military Department's name is mentioned or language used from which the connection of SPOKANE COUNTY and/or the Washington State Military Department's name may, in the judgment of SPOKANE COUNTY and/or the Washington State Military Department be inferred or implied. The CITY OF SPOKANE agrees not to publish or use such



advertising and publicity matters without the prior written consent of SPOKANE COUNTY and/or the Washington State Military Department. The CITY OF SPOKANE may copyright original work it develops in the course of or under this AGREEMENT, however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for government purposes.

Publication resulting from work performed under this AGREEMENT shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

#### **SECTION NO. 27: RECORDS**

- A. The CITY OF SPOKANE agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the CITY OF SPOKANE's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this AGREEMENT (the "records").
- B. The CITY OF SPOKANE's records related to this AGREEMENT and the projects funded may be inspected and audited by SPOKANE COUNTY and/or the Washington state Military Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the CITY OF SPOKANE with the terms of this AGREEMENT and to determine the appropriate level of funding to be paid under the AGREEMENT.
- C. The records shall be made available by the CITY OF SPOKANE for such inspection, and audit together with suitable space for such purpose, at any and all times during the CITY OF SPOKANE's normal working day.
- D. The CITY OF SPOKANE shall retain and allow access to all records related to this AGREEMENT and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this AGREEMENT. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

#### **SECTION NO. 28: TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this AGREEMENT, the CITY OF SPOKANE may terminate this AGREEMENT by providing written notice of such termination to SPOKANE COUNTY'S Key Personnel identified in the AGREEMENT, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this AGREEMENT, SPOKANE COUNTY, in its sole discretion and in the best interests of SPOKANE COUNTY and/or the State of Washington, may terminate this AGREEMENT in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the CITY OF SPOKANE. Upon notice of termination for convenience, SPOKANE COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, or prohibit the CITY OF SPOKANE from incurring additional obligations of funds. In the event of termination, the CITY OF SPOKANE shall be liable for all damages as authorized by law. The rights and remedies of SPOKANE COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### **SECTION NO. 29: TERMINATION OR SUSPENSION FOR CAUSE**

In the event SPOKANE COUNTY, in its sole discretion, determines the CITY OF SPOKANE has failed



to fulfill in a timely and proper manner its obligations under this AGREEMENT, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the CITY OF SPOKANE unable to perform any aspect of the AGREEMENT, or has violated any of the covenants, agreements or stipulations of this AGREEMENT, SPOKANE COUNTY has the right to immediately suspend or terminate this AGREEMENT in whole or in part.

SPOKANE COUNTY may notify the CITY OF SPOKANE in writing of the need to take corrective action and provide a period of time in which to cure. SPOKANE COUNTY is not required to allow the CITY OF SPOKANE an opportunity to cure if it is not feasible as determined solely within SPOKANE COUNTY'S discretion. Any time allowed for cure shall not diminish or eliminate the CITY OF SPOKANE'S liability for damages or otherwise affect any other remedies available to SPOKANE COUNTY. If SPOKANE COUNTY allows the CITY OF SPOKANE an opportunity to cure, SPOKANE COUNTY shall notify the CITY OF SPOKANE in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by SPOKANE COUNTY, or if such corrective action is deemed by SPOKANE COUNTY to be insufficient, the AGREEMENT may be terminated in whole or in part.

SPOKANE COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, or prohibit the CITY OF SPOKANE from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the CITY OF SPOKANE, if allowed, or pending a decision by SPOKANE COUNTY to terminate the AGREEMENT in whole or in part. In the event of termination, the CITY OF SPOKANE shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original AGREEMENT and the replacement or cover AGREEMENT and all administrative costs directly related to the replacement AGREEMENT, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of SPOKANE COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that the CITY OF SPOKANE: (1) was not in default or material breach, or (2) failure to perform was outside of the CITY OF SPOKANE'S control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

### **SECTION NO. 30: TERMINATION PROCEDURES**

In addition to the procedures set forth below, if SPOKANE COUNTY terminates this AGREEMENT, the CITY OF SPOKANE shall follow any procedures specified in the termination notice. Upon termination of this AGREEMENT and in addition to any other rights provided in this AGREEMENT, SPOKANE COUNTY may require the CITY OF SPOKANE to deliver to SPOKANE COUNTY any property specifically produced or acquired for the performance of such part of this AGREEMENT as has been terminated.

If the termination is for convenience, SPOKANE COUNTY shall pay to the CITY OF SPOKANE an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by SPOKANE COUNTY prior to the effective date of AGREEMENT termination, the amount agreed upon by the CITY OF SPOKANE and SPOKANE COUNTY for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by SPOKANE COUNTY, (iii) other work, services and/or equipment or supplies and services which are accepted by SPOKANE COUNTY, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this AGREEMENT. If the termination is for cause, SPOKANE COUNTY shall determine the extent of the liability of SPOKANE COUNTY. SPOKANE COUNTY shall have no other obligation to the CITY OF SPOKANE for termination. SPOKANE COUNTY may withhold from any amounts due the CITY OF



SPOKANE such sum as SPOKANE COUNTY determines to be necessary to protect SPOKANE COUNTY against potential loss or liability. The rights and remedies of SPOKANE COUNTY provided in this AGREEMENT shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by SPOKANE COUNTY in writing, the CITY OF SPOKANE shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this AGREEMENT except as may be necessary for completion of such portion of the work under the AGREEMENT as is not terminated;
- C. Assign to SPOKANE COUNTY, in the manner, at the times, and to the extent directed by SPOKANE COUNTY, all of the rights, title, and interest of the CITY OF SPOKANE under the orders and sub-contracts so terminated, in which case SPOKANE COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of SPOKANE COUNTY to the extent SPOKANE COUNTY may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to SPOKANE COUNTY and/or the Washington State Military Department and deliver in the manner, at the times, and to the extent directed by SPOKANE COUNTY any property which, if the AGREEMENT had been completed, would have been required to be furnished to SPOKANE COUNTY and/or the Washington State Military Department;
- F. Complete performance of such part of the work as shall not have been terminated by SPOKANE COUNTY in compliance with all contractual requirements; and
- G. Take such action as may be necessary, or as SPOKANE COUNTY may require, for the protection and preservation of the property related to this AGREEMENT which is in the possession of the CITY OF SPOKANE and in which SPOKANE COUNTY and/or the Washington State Military Department has or may acquire an interest.

### **SECTION NO. 31: WAIVER**

No conditions or provisions to this AGREEMENT can be waived unless approved in advance by SPOKANE COUNTY in writing. SPOKANE COUNTY's failure to insist upon strict performance of any provision of the AGREEMENT or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this AGREEMENT.

**EXHIBIT "A"**

**2017 HOMELAND SECURITY GRANT (HSGP)**

**STATE HOMELAND SECURITY PROGRAM**

**APPROVED PROJECTS**

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**Work Plan/Statement of Work  
FFY 2017 Region 9 Homeland Security Program  
Agency: Asotin County**

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**INTRODUCTION:**

As the Pass-through Entity (PTE), the Washington State Military Department (WMD) Emergency Management Division's (EMD) Preparedness Grants Section (PGS), referenced as the Department, is responsible for ensuring federal funding is expended and programs implemented in full accordance with governing law and regulations. Eighty-percent of the state's award is allocated to local and tribal units of government in accordance with Federal guidelines. Washington State is divided into nine Homeland Security Regions. Funding is allocated to Regions according to a county base, population, and population density funding formula. The remaining twenty percent is allocated to state agencies using a sustainment funding model. Each Homeland Security Region and participating State Agency submitted projects that were included in the State's Investment Justification. The projects were further detailed in subprojects, which are the focus of the work plan.

This work plan supports the 2017 Washington State HSGP (SHSP) Investment Justification, Investment #3 – Washington Regional Homeland Security Projects, Project #9 – Region 9 Homeland Security (WA16SHSP>INV-3>PROJ-9).

Region 9 recently implemented a new core capability assessment process. The new process is more formal and will aid in prioritizing funding to address gaps or sustain capability. The assessment is underway and results will be evaluated to determine regional projects. It is expected as in years past, funding will address gaps in Planning, Public Information and Warning, and Operational Coordination.

Terrorist targets include:

- Government facilities
- Transportation corridors
- Power generation and distribution systems
- Events where large numbers of citizens congregate
- Communications systems
- Canadian border

Primary all-hazard risks include:

- Wildland fire
- Severe winter storm
- Flood
- Severe wind storms
- HazMat and Haz Mat Transportation Incidents
- Infectious disease

Project #1	Operational Coordination	\$59,960.35
<b>DESCRIPTION</b>	<p>The goal of this project is to maintain and enhance operational, coordination in Spokane County and Homeland Security Region 9. Spokane County will purchase for the City of Spokane USAR equipment. This equipment was delivered to the City of Spokane on June 12, 2018 and December 4, 2018. See Exhibit "B" for a listing of all equipment purchased and delivered. The desired outcome is to sustain and hopefully enhance the County's ability to prepare for, respond to, and recover from terrorism or all-hazard events.</p>	

**EXHIBIT "B"**  
**EQUIPMENT ACKNOWLEDGEMENT**

**Subgrantee Organization:** Spokane Fire Department

**Address:**

**Telephone #:**

I hereby acknowledge receipt of the following equipment from Spokane City/County Department of Emergency Management (DEM) as part of the FFY FD30, State Contract Number E18-163, USDOJ/OJP/ODP State Domestic Preparedness Equipment Program. These are Federal grant funds from CFDA # 97.067 and my agency is responsible for reporting the receipt of such funds.

Receive Date	Item Description	Part #	Serial #	Qty	Unit Cost	Total
06/07/2018	USAR Exfil SAR helmet			24	\$269.94	\$6,478.56
					Freight	\$0.00
					Sales Tax	\$570.11
					Grand Total	\$7,048.67

I understand that my agency is responsible for the licensing, maintenance, training, inventorying and proper storage and use of the equipment. Recipient further acknowledges that the above listed equipment will be used for its original intended purpose. Equipment lost, stolen, or deemed unusable will not be replaced. Each piece of equipment valued at \$5,000 or more cannot be disposed of without permission from the grantor as per OMB Circular A-87.

We hold Spokane County, Spokane City/County Department of Emergency Management harmless for any and all damages that may result from the acceptance of this equipment. I also understand that our agency may receive an audit in accordance with OMB Circular A-133 and the conditions of this grant.

As per 44CFR13.32, an inventory must be conducted by the subgrantee every year on all equipment with a per unit value of \$5,000 or more. The final receiving agency must submit a annual letter of certification to DEM. The letter must state that the inventory has been conducted and detail the additional information required by 44CFR13.32(d) including maintenance procedures, current utilization and justification for continued need for the item.

Signed By: 

Date: 06/12/2018

Received By: 

Telephone: ( ) -

Storage Location and Containment Type: \_\_\_\_\_

CFDA: Catalog of Federal Domestic Assistance

**Subgrantee Organization:** Spokane Fire Department

**Address:**

**Telephone #:**

I hereby acknowledge receipt of the following equipment from Spokane City/County Department of Emergency Management (DEM) as part of the FFY FD30, State Contract Number E18-163, USDOJ/OJP/ODP State Domestic Preparedness Equipment Program. These are Federal grant funds from CFDA # 97.067 and my agency is responsible for reporting the receipt of such funds.

Receive Date	Item Description	Part #	Serial #	Qty	Unit Cost	Total
08/16/2018	1/2" x 12' wire rope sling			2	\$57.73	\$115.46
08/16/2018	1/2" x 20' wire rope sling			2	\$64.93	\$129.86
08/16/2018	1/2" x 6' wire rope sling			2	\$52.33	\$104.66
11/15/2018	12"x12" Hinged base w/anchor ring	22796180C		4	\$468.40	\$1,873.60
08/16/2018	12T 1-1/4"screw pin anchor shackle	11-25SPAS BA PR		2	\$23.17	\$46.34
11/15/2018	27' Ratchet Belt w/Finger Hooks	22890553		4	\$110.11	\$440.44
08/16/2018	3" bolt style web shackle	9-W3 BA PROD		4	\$23.69	\$94.76
08/16/2018	3.25T 5/8"screw pin anchor shackle	11-58SPAS BA PR		4	\$6.42	\$25.68
08/16/2018	3/8" x 10' grade 100 chain w/cradle grabs	G10-3810SGG		2	\$97.50	\$195.00
08/16/2018	3/8" x 20' grade 100 chain w/cradle grabs	G10-3820SGG		2	\$134.07	\$268.14
11/15/2018	4" x 4" Channel Base	22796134		4	\$120.94	\$483.76
11/15/2018	6" Extension Converter	22796035		4	\$177.79	\$711.16
11/15/2018	Hydrافusion Strut kit	2279HA10K	1870515-046	1	\$2,887.00	\$2,887.00
11/15/2018	Hydrافusion Strut kit	2279HA10K	1870151-052	1	\$2,887.00	\$2,887.00
11/26/2018	Light USAR Rescue Strut System	22796901		1	\$33,395.00	\$33,395.00
11/15/2018	Longshore Extension Converter	22-796037		2	\$192.23	\$384.46
11/15/2018	Multi Base	22796025		4	\$190.43	\$761.72
11/15/2018	Nipple X IND Nipple w/Valve	22890732		2	\$92.96	\$185.92
11/15/2018	Raker Rail 96"	22-796258D		2	\$740.00	\$1,480.00
08/16/2018	Rigging Sling 10' green 5300 lbs	38-RSG-10		2	\$19.07	\$38.14
08/16/2018	Rigging Sling 10' red choker 10,600 lbs	38-RSR-10		2	\$38.63	\$77.26
08/16/2018	Rigging Sling 10' yellow choker 6,700 lbs	38-RSY-10		2	\$29.38	\$58.76
08/16/2018	Rigging Sling 20' red choker 10,600 lbs	38-RSR-20		2	\$84.88	\$169.76
08/16/2018	Rigging Sling 20' yellow choker 6,700 lbs	38-RSY-20		1	\$59.38	\$59.38
08/16/2018	Rigging Sling 6' green 5300 lbs	38-RSG-6		2	\$13.13	\$26.26
08/16/2018	Rigging Sling 8' green 5300 lbs	38-RSG-8		2	\$17.19	\$34.38
11/15/2018	V Base	22796090		2	\$150.72	\$301.44
11/26/2018	VSK Controller	22796V01		1	\$332.12	\$332.12



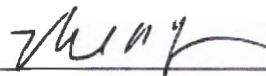
11/15/2018	Y 2-PARA Coupling X Maxiforce Nipple	22890736	4	\$91.15	\$364.60
				<b>Freight</b>	\$700.00
				<b>Sales Tax</b>	\$4,279.62
				<b>Grand Total</b>	\$52,911.68

I understand that my agency is responsible for the licensing, maintenance, training, inventorying and proper storage and use of the equipment. Recipient further acknowledges that the above listed equipment will be used for its original intended purpose. Equipment lost, stolen, or deemed unusable will not be replaced. Each piece of equipment valued at \$5,000 or more cannot be disposed of without permission from the grantor as per OMB Circular A-87.

We hold Spokane County and Greater Spokane Emergency Management harmless for any and all damages that may result from the acceptance of this equipment. I also understand that our agency may receive an audit in accordance with OMB Circular A-133 and the conditions of this grant.

As per 44CFR13.32, an inventory must be conducted by the subgrantee every year on all equipment with a per unit value of \$5,000 or more. The final receiving agency must submit a annual letter of certification to DEM. The letter must state that the inventory has been conducted and detail the additional information required by 44CFR13.32(d) including maintenance procedures, current utilization and justification for continued need for the item.

Signed By:



Date: 12/04/2018

Received By: Michael Forbes

Telephone: ( ) - 509-625-7104

Storage Location and Containment Type:

CFDA: Catalog of Federal Domestic Assistance

**EXHIBIT "C"**  
**BUDGET**

**FFY17 Homeland Security Grant Program Budget Summary**

**The City of  
Spokane:**

**Contract #:** GSEM  
1741

<b>Category</b>	<b>Planning Current</b>	<b>Organization Current</b>	<b>Equipment Current</b>	<b>Exercise Current</b>	<b>Training Current</b>
Salaries & Benefits					
Overtime					
Consultant/ Sub-Contracting					
Goods & Services					
Travel & Per Diem					
Equipment			<b>\$59,960.35</b>		
<b>Total</b>			<b>\$59,960.35</b>		

While the budget amount and line item category contains a financial award amount, SPOKANE COUNTY purchased the equipment for the CITY OF SPOKANE and delivered the equipment on June 12, 2018 and December 4, 2018. See Exhibit "B". The CITY OF SPOKANE will therefore not be billing SPOKANE COUNTY for any equipment contained in this AGREEMENT.



## FFATA FORM

<b>Subrecipient Agency:</b> City of Spokane				
<b>Grant and Year:</b> FY17 SHSP		<b>Agreement Number:</b> E18-163		
<b>Completed by:</b> _____				
Name	Title	Telephone		
<b>Date Completed:</b> _____				
<b>STEP 1</b>				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input checked="" type="checkbox"/>	GO to Step 2
<b>STEP 2</b>				
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 checked="" type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 3</b>				
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
<b>STEP 4</b>				
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
<b>STEP 5</b>				
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: \$ _____			
<b>STEP 6</b>				
If your organization does not meet these criteria, specifically identify below <b>each</b> criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

**Signature:** 

**Date:** 4/2/19

\* 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/>

## 2 CFR Part 200 Subpart F Audit Certification Form

Audits of States, Local Governments, Indian Tribes and Non-Profit Organizations

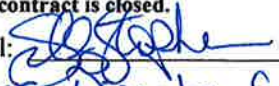
Contact Information	
Subrecipient Name: City of Spokane	
Authorized Chief Financial Officer: <u>Director of Grants, Contracts, Purchasing: Sally Stopher</u>	
Address: <u>808 W. Spokane Falls Blvd, Spokane, WA 99201</u>	
Email: <u>sstopher@spokanecity.org</u>	Phone #: <u>(509) 625-6032</u>

**Purpose:** As a pass-through entity of federal grant funds, SPOKANE COUNTY and/or the Washington State Military Department is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending \$750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by SPOKANE COUNTY and/or the Washington State Military Department because it is a non-federal entity that expends federal grant funds received from SPOKANE COUNTY as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

**Directions:** As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity is not subject to these requirements, you must complete Section A of this form. If your entity is subject to these requirements, you must complete Section B of this form. When completed, you must sign, date and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs and suspension or termination of federal awards.

<b>SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F</b>
<p>Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):</p> <p><input type="checkbox"/> We did not expend \$750,000 or more of <i>total</i> federal awards during the fiscal year.</p> <p><input type="checkbox"/> We are a for-profit agency.</p> <p><input type="checkbox"/> We are exempt for other reasons (describe):</p> <p>However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that SPOKANE COUNTY and/or the Washington State Military Department may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.</p>
<b>SECTION B: Entities that ARE subject to the requirements of 2 CFR Part 200 Subpart F</b> (Complete the information below and check the appropriate box)
<p><input checked="" type="checkbox"/> We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] <u>9/24/2018</u> for Fiscal Year ending [enter date] <u>12/31/2017</u>. There were no findings related to federal awards from SPOKANE COUNTY/ Washington State Military Department. No follow-up action is required by SPOKANE COUNTY as the pass-through entity.</p> <p>A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at: <u>http://www.portal.sag.wa.gov/Reportsearch</u></p> <p><input type="checkbox"/> We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were findings related to federal awards.</p> <p>A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at: <u>http://www:_____</u></p> <p><input type="checkbox"/> Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] _____ for Fiscal Year ending [enter date] _____. We will forward a copy of the audit report to SPOKANE COUNTY Office of Financial Assistance at that time to provide the state auditor report number: _____</p>

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from SPOKANE COUNTY/ Washington State Military Department until the grant agreement contract is closed.

Signature of Authorized Financial Official:  Date: 11/2/19

Print Name & Title: Sally Stopher, Director of Grants, Contracts + Purchasing

## Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME <u>City of Spokane</u>		Doing business as (DBA)	
ADDRESS <u>808 W. Spokane Falls Blvd Spokane, WA 99201</u>	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) <u>328-013-877</u>	Federal Employer Tax Identification #: <u>91-6001280</u>
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: 1/2/19

Print Name and Title: Sally Stapher Director of Grants, Contracts & Purchasing



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

01/14/2019

**Date Rec'd**

12/13/2018

**Clerk's File #**

OPR 2019-0005

**Renews #****Submitting Dept**INTEGRATED CAPITAL  
MANAGEMENT**Cross Ref #**

RES 2017-0010

**Contact Name/Phone**

MARK PAPICH 625-6310

**Project #**

2014096

**Contact E-Mail**

MPAPICH@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

4250 - DOE LOAN AGREEMENT WQC-2017-SPOKAN-00018

**Agenda Wording**

Amendment No. 1 to loan agreement WQC-2017-SPOKAN-00018 through Washington State Department of Ecology in conjunction with IO7 Riverside Interceptor (East Central Neighborhood Council)

**Summary (Background)**

The Riverside Interceptor Protection (I-07) Project is being funded through an Ecology CWSRF Loan. This amendment increases the funding from \$4,200,000 to \$4,906,690.69 for an increase of \$706,690.69. This increase is to capture change order costs that have occurred during construction.

**Fiscal Impact**

Grant related? YES

Public Works? YES

**Budget Account**

Revenue \$ \$706,690.69

# 4250-98817-99999-38271-10100

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

DAVIS, MARCIA

**Study Session****Division Director**

SIMMONS, SCOTT M.

**Other**

PSCHC 1/07/19

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

DALTON, PAT

eraea@spokanecity.org

**For the Mayor**

COTE, BRANDY

mdoval@spokanecity.org

**Additional Approvals**

mpapich@spokanecity.org

**Purchasing**

mdavis@spokanecity.org

**GRANTS &  
CONTRACT MGMT**

BROWN, SKYLER

kemiller@spokanecity.org

icmaccounting@spokanecity.org

## Briefing Paper

### (Public Safety & Community Health Committee)

<b>Division &amp; Department:</b>	Public Works Division / Integrated Capital Management
<b>Subject:</b>	Ecology CWSRF Loan Amendments
<b>Date:</b>	1/7/19
<b>Contact (email &amp; phone):</b>	Mark Papich ( <a href="mailto:mpapich@spokanecity.org">mpapich@spokanecity.org</a> , 625-6310)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Six Year Capital Improvements for Wastewater Management
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approve loan amendments to increase loan amounts to match actual construction costs.

Background/History:

*The Digester No. 3 project at Riverside Park Water Reclamation Facility is being funded through an Ecology CWSRF Loan (WQC-2015-Spokane-00038). This amendment increases the funding from \$15,203,822 to \$15,888,022 for an increase of \$684,200. This increase is to capture change order costs that have occurred during construction.*

*The Riverside Interceptor Protection (I-07) Project is being funded through an Ecology CWSRF Loan (WQC-2017-Spokane-00018). This amendment increases the funding from \$4,200,000 to \$4,906,690.69 for an increase of \$706,690.69. This increase is to capture change order costs that have occurred during construction.*

Executive Summary:

- Ecology CWSRF Loan amount for RPWRF Digester No.3 will be increased by \$684,200.*
- Ecology CWSRF Loan amount for Riverside Interceptor Protection (I-07) will be increased by \$706,690.69.*

Budget Impact:

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

Annual/Reoccurring expenditure? ☐ Yes ☐ No ☒ N/A

If new, specify funding source:

Other budget impacts: *Match requirement for most of the grant programs. Match will be programmed through the arterial street fund, and will be updated in the 6-Year Street Program*

Operations Impact:

Consistent with current operations/policy? ☐ Yes ☐ No ☒ N/A

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

Specify changes required:

Known challenges/barriers:



**AMENDMENT NO. 1  
TO AGREEMENT NO. WQC-2017-Spokane-00018  
BETWEEN  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
City of Spokane**

**PURPOSE:** To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Spokane (RECIPIENT) for the Riverside Interceptor Protection (PROJECT).

This amendment is needed to: 1) Extend the Project Completion Date and Initiation of Operation Date; and 2) Add a Change Order task to the Scope of Work and add Standard Loan funds to the agreement for this task.

1) The original loan amount is increased by \$706,690.69, from \$4,200,000 to \$4,906,690.69, due to change orders encountered in the construction of the project. The original engineer's estimate at the time of bid was \$15,055,852.00

2) The Project Completion Date is extended to June 30, 2019. The Initiation of Operation Date is extended to June 30, 2019. Loan repayment will begin on June 30, 2020.

3) The Estimated Loan Repayment Schedule No. 2302, created on October 9, 2018, shall be replaced with the Estimated Loan Repayment Schedule No. 2562 created on October 30, 2018.

Note: This amendment only includes the portions of the original agreement that have been changed in some way. If there were no changes, it will not be referenced in this amendment.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 4,200,000.00 Amended: 4,906,690.69

Total Eligible Cost:

Original: 4,200,000.00 Amended: 4,906,690.69

Expiration Date:

Original: 06/30/2018 Amended: 06/30/2019

**CHANGES TO THE BUDGET**

**Funding Distribution EL170016**

Funding Title: SRF Loan

Funding Type: Loan

Funding Effective Date: 07/01/2016

Funding Expiration Date: 06/30/2019

Funding Source:

Title: CWSRF - SFY17

Type: Blended State/Federal

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved funds from repayments and interest on previous loans.

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 2% Interest Rate: 1% Admin Charge: 1%

Terms: 20 years

Project Start Date: 07/01/2016

Project Completion Date: 06/30/2019

Estimated Initiation of Operation date: 06/30/2019

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 2562

SRF Loan	Task Total
Design	\$ 335,000.00
Construction Management	\$ 500,000.00
Facility Construction	\$ 3,360,000.00
Change Orders	\$ 706,690.69
Project Administration/Management	\$ 5,000.00

**Total: \$ 4,906,690.69**

## CHANGES TO SCOPE OF WORK

Task Number: 5

**Task Cost:** \$706,690.69

Task Title: Change Orders

### Task Description:

A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project.

B. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders must be submitted within 30 days after execution.

### Task Goal Statement:

Submit change orders to ECOLOGY for approval.

### Task Expected Outcome:

All change orders reviewed by Ecology prior to reimbursement.

Recipient Task Coordinator: Mark Papich

## Deliverables

Number	Description	Due Date
5.1	A copy of all change orders	



**Funding Distribution Summary**

**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Loan	0 %	\$ 0.00	\$ 4,906,690.69	\$ 4,906,690.69
Total		\$ 0.00	\$ 4,906,690.69	\$ 4,906,690.69

## AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 06/30/2018.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State  
Department of Ecology

City of Spokane

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

Heather R. Bartlett  
Water Quality  
Program Manager

Date

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

David A Condon  
Mayor

Date

Template Approved to Form by  
Attorney General's Office

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

01/14/2019

**Date Rec'd**

12/21/2018

**Clerk's File #**

CPR 1981-0402

**Renews #****Cross Ref #****Submitting Dept**

MAYOR

**Contact Name/Phone**

BRANDY COTE 625-6774

**Project #****Contact E-Mail**

BCOTE@SPOKANECITY.ORG

**Bid #****Agenda Item Type**Boards and Commissions  
Appointments**Requisition #****Agenda Item Name**

0520 REAPPOINTMENT TO THE SPOKANE PARK BOARD

**Agenda Wording**

Reappointment of Gerry Sperling to the Spokane Park Board from 2/5/19 - 2/6/24.

**Summary (Background)**

Reappointment of Gerry Sperling to the Spokane Park Board from 2/5/19 - 2/6/24.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

COTE, BRANDY

**Study Session****Division Director****Other****Finance****Distribution List****Legal**

bcote@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

pclarke@spokanecity.org

**Additional Approvals**

nsumner@spokanecity.org

**Purchasing**

leadie@spokanecity.org

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

01/14/2019

**Date Rec'd**

12/18/2018

**Clerk's File #**

RES 2019-0001

**Renews #****Cross Ref #****Submitting Dept**

TAX &amp; LICENSING/AUDIT

**Contact Name/Phone**CRYSTAL X6369  
MARCHAND**Project #****Contact E-Mail**

CMARCHAND@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

0410 - INVESTMENT RESOLUTION

**Agenda Wording**

Resolution - Concerning distribution of investment revenues of moneys deposited in the Spokane Investment Pool.

**Summary (Background)**

Per RCW 35.39.034, the City must establish by resolution, the method by which investments are apportioned to the General fund and other funds participating in the Spokane Investment Pool. This Resolution establishes methodology effective January 1, 2019 and allows for a one-time adjustment entry to bring 2018 methodology consistent with the methodology established herein.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

**Approvals****Council Notifications****Dept Head**

MARCHAND, CRYSTAL

**Study Session**

12-17-18 Sust. Resources

**Division Director**

MARCHAND, CRYSTAL

**Other****Finance**

STOPHER, SALLY

**Distribution List****Legal**

DALTON, PAT

cmarchand@spokanecity.org

**For the Mayor**

COTE, BRANDY

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**Additional Approvals**

treasuryaccounting@spokanecity.org

**Purchasing**

gcooley@spokanecity.org

**CITY COUNCIL**

MCDANIEL, ADAM

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Finance – Treasury Services
<b>Subject:</b>	Investment Policy and Resolution Updates
<b>Date:</b>	December 6, 2018
<b>Author (email &amp; phone):</b>	Jake Hensley ( <a href="mailto:jahensley@spokanecity.org">jahensley@spokanecity.org</a> ) 625-6074 Crystal Marchand ( <a href="mailto:cmarchand@spokanecity.org">cmarchand@spokanecity.org</a> ) 625-6369
<b>City Council Sponsor:</b>	None
<b>Executive Sponsor:</b>	Gavin Cooley
<b>Committee(s) Impacted:</b>	Finance Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Audit Compliance
<b>Deadline:</b>	None
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council Approval of Updated Resolution; Department Staff Update Admin Policy 0860-14-02
<p><b>Background/History:</b> Per RCW 35.39.034, the City must establish by resolution, the method by which investments are apportioned to the General fund and other funds participating in the Spokane Investment Pool. The most recent resolution was filed on September 28, 2008 (RES 2009-0072).</p> <p>In addition, a SAO memorandum issued as part of the City's 2016 Accountability Audit establishes the recommendation for the City to "establish and approve a written policy for the City's interest allocation methodology."</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>File updated "Resolution – Concerning distribution of investment revenues of moneys deposited in the Spokane Investment Pool."</li> <li>Updated Resolution (1) Formally establishes 84-Month average LGIP, in effect on 12/31 of the preceding fiscal year, as the earnings rate for City funds <b>not</b> restricted by bond covenants, grant or contractual terms, or establishing ordinances. (2) Authorizes diversion of investment earnings from such participating funds to the General Fund. (3) Establishes the full interest rate as the earnings rate for all other funds otherwise restricted. (4) Provides for a one-time allocation adjustment, to be performed in 2018, amending current practice to conform with this Resolution.</li> <li>In conjunction with this Resolution, Department staff has made related changes to the City's Investment Policy (ADMIN 0860-14-02), updated to include Investment Allocation Methodology language and housekeeping revisions.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impact:

Consistent with current operations/policy?

☐ Yes

☒ No

Requires change in current operations/policy?

☒ Yes

☐ No

Specify changes required: Investment Policy (ADMIN 0860-14-02) updated to comply.

Known challenges/barriers: None

DRAFT

## RESOLUTION 2019-0001

Concerning distribution of investment revenues of moneys deposited in the Spokane Investment Pool.

WHEREAS, The City of Spokane has provided for the establishment of various separate funds for the deposit of moneys in the conduct of its business; and

WHEREAS, RCW 35.39.030 provides for the authority of the City to invest any portion of its moneys deposited in inactive funds or in other funds in excess of current needs; and

WHEREAS, RCW 35.39.032 provides that no investments may be made without the approval of the City's legislative authority, expressed by ordinance, and this has been done; and

WHEREAS, RCW 35.39.034 provides that moneys from individual funds may, unless otherwise restricted by law, be commingled within one common investment portfolio for investment, and

WHEREAS, City investment activity was aggregated citywide in the city's Spokane Investment Pool (SIP) effective September 30, 2007; and

WHEREAS, The SIP is managed by the City's Chief Financial Officer or his or her designee; and

WHEREAS, prior to the creation of the SIP, the City's investable funds outside of the General Fund were generally invested at the direction of the individual departments in the State of Washington's Local Government Investment Pool (LGIP) and/or other short term investments; and

WHEREAS, RCW 35.39.034 provides that the governing body of a city may determine by ordinance or resolution that, unless otherwise restricted by law, income derived from citywide investments may be apportioned to the General Fund subject to certain restrictions pertaining to moneys derived from various types of indebtedness or grant-related activity; and

WHEREAS, is the desire of the City Council to apportion a reasonable level of investment income to the originating funds consistent with investment practices followed prior to the creation of the SIP;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane:

That effective January 1, 2019, SIP Investment earnings shall be apportioned to originating funds on a monthly basis, based on their average invested balances.

The General Fund and City funds restricted by bond covenants, grant terms, contractual terms or establishing ordinances shall be allocated investment earnings at a rate equal to the full interest earned for a given month. Realized and Unrealized gains and losses, and amortization of Premium and Discount shall be apportioned to such funds on a basis not to exceed quarterly.

City funds otherwise not restricted by bond covenants, grant terms, contractual terms or establishing ordinances, shall be allocated investment earnings at a rate equal to the 84-month average LGIP earnings rate in effect on December 31<sup>st</sup> of the preceding fiscal year. The remaining investment earnings balance or deficit, if any, will be deposited into or withdrawn from the General Fund.

BE IT ALSO RESOLVED, that a one-time allocation adjustment will be performed in the year 2018 to amend current practice and ensure consistency with this resolution.

ADOPTED by City Council on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

CITY OF SPOKANE  
Spokane County, Washington

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

Approved as to form:

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



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

01/14/2019

**Date Rec'd**

12/28/2018

**Clerk's File #**

RES 2019-0002

**Renews #****Cross Ref #****Submitting Dept**

ASSET MANAGEMENT

**Contact Name/Phone**

ED LUKAS 625-6286

**Project #****Contact E-Mail**

RLUKAS@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

5900 - RESOLUTION - PURCHASE &amp; SALE AGREEMENT - UDPDA

**Agenda Wording**

A resolution relating to the disposition of surplus real property.

**Summary (Background)**

The lease with the University of Washington for the property located at 201 West Main Avenue expires in June of 2019. The City would like to transfer the visitor center to the UDPA for \$1 and \$40,000 annual reduction in City's funding commitment to the University District Development Association. The transfer accomplishes several strategic initiatives: regional collaboration with the PDA, growing a targeted area, and encouraging private investment within the University District.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Revenue \$ 1.00

# 5900-30900-99999-39540-99999

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

LUKAS, ED

**Study Session****Division Director**

MCCLATCHEY, BRIAN

**Other**

S R 12/17/18

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

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**For the Mayor**

SANDERS, THERESA

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**Additional Approvals**

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**Purchasing**

publicworksaccounting@spokanecity.org

**CITY COUNCIL**

FLEIGER, NATHAN

cbrazington@spokanecity.org

## Briefing Paper

### Sustainable Resources

<b>Division &amp; Department:</b>	Asset Management
<b>Subject:</b>	Disposition of Former Visitor Center at 201 W. Main Avenue
<b>Date:</b>	December 17, 2018
<b>Contact (email &amp; phone):</b>	<a href="mailto:elukas@spokanecity.org">elukas@spokanecity.org</a>
<b>City Council Sponsor:</b>	CP Ben Stuckart
<b>Executive Sponsor:</b>	Theresa Sanders
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	6-Year Strategic Plan
<b>Strategic Initiative:</b>	Regional Collaboration / Grow Targeted Area / Encourage Investment
<b>Deadline:</b>	
<b>Outcome:</b>	Provide asset to the UDPDA to augment their resources in our joint effort to grow the University District

#### Background/History:

201 W. Main Avenue is a 14,000 square foot site improved with a 2,500 sf office building located at the southwest corner of Main Avenue and Browne Street (numbers are rounded.) It is located within the University District PDA. It was formerly the Spokane Visitor's Center but has been leased to the University of Washington since October 2014. The lease with UW expires in June 2019; they have expressed an interest to renew their lease.

The property produces approximately \$62,000 of Net Income for the City, excluding non-recurring capital improvements that are the responsibility of the Lessor (the City).

The assessed value (2018) is \$640,900.

Appraised value – as vacant – in 2013 was \$690,000.

Value estimate per Charlie Wolff, a commercial broker on staff with the City, is estimated "as leased" at \$1,000,000.

#### Executive Summary:

Transferring the former visitor center to the UDPA for \$1 and \$40,000 annual reduction in City's funding commitment to the University District Development Association. The transfer accomplishes several strategic initiatives: regional collaboration with the PDA, growing a targeted area, and encouraging private investment within the University District.

The UDPDA already has a relationship with the University of Washington they can continue to grow.

A valuable and cash producing real estate asset strengthens the UDPDA's marketing efforts in attracting investment in Spokane suitable to the goals of the University District.

#### Budget Impact:

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

Annual/Reoccurring expenditure?    ☐ Yes    ☐ No    ☒ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.) approx \$62,000 of annual net income from UW tenant is offset, in part, by \$40,000 reduction in City's funding commitment to the University District Development Association.

#### Operations Impact:

Consistent with current operations/policy?    ☒ Yes    ☐ No    ☐ N/A

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

Specify changes required:

Known challenges/barriers:

## **RESOLUTION 2019-**

A RESOLUTION RELATING TO THE DISPOSITION OF SURPLUS REAL PROPERTY.

WHEREAS, the City of Spokane is the owner of certain real property located in the City of Spokane, County of Spokane, State of Washington, and more particularly described in the Purchase and Sale Agreement attached hereto as Exhibit A ("Property"); and

WHEREAS, by Resolution dated December 10, 2018, the City Council has previously declared that the Property is no longer needed for a public use of the City of Spokane and is surplus property; and

WHEREAS, RCW 35.22.280(3) authorizes the City to dispose of surplus property upon commercially reasonable means; and

WHEREAS, the Property, located at 201 W. Main Avenue is located within the University District PDA and is leased to the University of Washington; and

WHEREAS, transfer of the Property to the UDPDA will allow the City to reduce the City's current funding commitment to the UDPDA and will ultimately result in a strengthening of the UDPDA's marketing efforts in attracting investment in Spokane suitable to the goals of the University District; and

WHEREAS, the City desires to transfer this property to the UDPDA;

NOW, THEREFORE – it is hereby resolved by the City Council:

The Mayor or his designee is authorized to execute a Purchase and Sale Agreement for the sale of the Property to the UDPDA.

ADOPTED by the Spokane City Council this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

Approved as to form:

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

## PURCHASE AND SALE AGREEMENT

---

This Agreement is entered into as of \_\_\_\_\_ (the “Effective Date”), by and between the CITY OF SPOKANE, a Washington municipal corporation (“Seller”), and UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY (“Buyer”).

Whereas, pursuant to Ordinance C34933 and Chapter 4.25 of the Spokane Municipal Code, and as authorized by RCW 35.21.730, *et seq*, Seller created the University District Public Development Authority to assist in providing economic development in the University District; and

Whereas, pursuant to RCW 35.21.730(1), Seller is authorized to transfer to the Purchaser, with or without consideration, any funds, real or personal property, property interests, or services; and

Whereas, pursuant to RCW 35.21.747, in transferring real property to Purchaser, Seller is required to impose appropriate deed restrictions necessary to ensure the continued use of such property for the public purpose or purposes for which such property has been transferred to Purchaser, and further requires Seller to impose certain procedural requirements which must be satisfied prior to any sale or encumbrance of such property; and

Whereas, the parties wish to enter into an agreement under which Purchaser will purchase from Seller and Seller will sell to Purchaser certain property located at the corner of West Main Avenue and North Browne Street – 201 and 207 West Main Avenue, in the City of Spokane, WA, and commonly known as the University of Washington Spokane Center Site (the “Property”) for purposes consistent with its Charter and Washington law governing the formation and operation of public development authorities; and

Whereas, Seller currently leases the Property to the University of Washington and at closing of the sale of the Property the parties will enter into an assignment and assumption agreement under which Purchaser will assume all of Seller’s rights and obligations under the lease.

NOW, THEREFORE, in consideration of the respective agreements set forth below and for valuable consideration, the receipt and sufficiency of which is acknowledged, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, the real property commonly known as the University of Washington Spokane Center Site, situated at 201 and 207 West main Avenue, in the City and County of Spokane, State of Washington, and legally described in Exhibit “A” hereto (the “Property”).

2. Earnest Money. [intentionally omitted]

3. Purchase Price. The purchase price for the Property (the “Purchase Price”) will be One Dollar (\$1.00), paid to Seller in cash through escrow at closing. As additional consideration for the purchase and sale of the Property to Buyer, as of the Closing Date, the City’s current annual funding commitment to the University District Development Association (“UDDA”) shall be reduced by Forty Thousand and 00/100 Dollars (\$40,000.00).

4. Title to the Property.

4.1 Conveyance. At closing Seller shall convey to Buyer fee simple title to the Property by a duly executed and acknowledged statutory warranty deed (the “Deed”), free and clear of all defects and encumbrances, subject to those exceptions that Buyer approves pursuant to Section 4.2 below, and further subject to such appropriate deed restrictions as the City deems necessary to satisfy the requirements of RCW 35.21.747 (collectively the “Permitted Exceptions”). The Deed shall provide that the Property must be used by Buyer for purposes of economic development, and will provide that sale or encumbrance of the property by Buyer must comply with the provisions contained in RCW 35.21.747, as now existing or hereafter amended.

4.2 Preliminary Commitment. Seller shall order a preliminary commitment for an owner’s standard coverage policy of title insurance in the amount of the Purchase Price to be issued by the Title Company and accompanied by copies of all documents referred to in the commitment (the “Preliminary Commitment”). Within fifteen (15) days of Seller’s delivery of a copy of the Preliminary Comment to Buyer, Buyer shall advise Seller by written notice of the exceptions to title, if any, that are disapproved by Buyer (“Disapproved Exceptions”). Seller will have ten (10) days after receipt of Buyer’s notice to give Buyer notice that (i) Seller will remove Disapproved Exceptions or (ii) Seller elects not to remove Disapproved Exceptions. If Seller fails to give Buyer notice before the expiration of the ten (10) day period, Seller will be deemed to have elected not to remove Disapproved Exceptions. In no event shall Seller have any obligation to spend any money to have Disapproved Exceptions removed.

If Seller elects not to remove any Disapproved Exemptions, Buyer will have until the expiration of the Feasibility Study Period to notify Seller of Buyer’s election either to proceed with the purchase and take the Property subject to those exceptions, or to terminate this Agreement. If Seller gives notice that it will cause one or more exceptions to be removed but fails to remove any of them from title on or before the Closing Date, Buyer will have the right to either (i) elect to terminate this Agreement by written notice to Seller or (ii) proceed with the purchase and to take the Property subject to those exceptions. If Buyer elects to terminate this Agreement under this Section 6.2, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement. If this Agreement is terminated through no fault of Seller, then Seller and Buyer shall share equally any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

4.3 Title Policy. Seller shall cause Title Company to issue to Buyer at closing a standard coverage owner’s policy of title insurance insuring Buyer’s title to the Property in the

full amount of the Purchase Price subject only to the Permitted Exceptions (the “Title Policy”). The Title Policy must be dated as of the Closing Date.

5. Conditions to Closing.

5.1 Due Diligence Materials. Seller shall provide to Buyer, or make available to Buyer for inspection, as soon as possible (but in any event no later than fifteen (15) days after the Effective Date) all materials relating to the Property specified in this Section 5.1 that exist and that are in Seller’s actual possession or that Seller knows exist and to which Seller has access (collectively, the “Due Diligence Materials”). If Seller thereafter discovers any additional items that should have been included among the due diligence materials, Seller shall promptly deliver them to Buyer. Due Diligence Materials will include:

5.1.1 copies of any existing and proposed easements, covenants, restrictions, agreements or other documents that, to Seller’s knowledge, affect title to the Property and that are not disclosed by the Preliminary Commitment;

5.1.2 all surveys, plats or plans relating to the Property;

5.1.3 all leases for the Property, or any portion thereof, if any, which remain in effect;

5.1.4 all existing service contracts pertaining to items such as janitorial, trash removal, maintenance, snow removal, laundry service, extermination and similar services, if any;

5.1.5 all labor contracts affecting the Property, if any;

5.1.6 all warranties and guarantees affecting any portion of the Property;

5.1.7 notice of any existing or threatened litigation affecting or relating to the Property and copies of any pleadings with respect to that litigation;

5.1.8 (i) all governmental permits and approvals obtained or held by Seller and relating to (A) the construction, operation, use or occupancy of any part of the Property or (B) zoning, land-use, subdivision, environmental, building and construction laws and regulations restricting, regulating or otherwise affecting the use, occupancy or enjoyment of the Property (collectively, “Permits”) and (ii) any notices of violation of any Permits, or of any of the laws and regulations described in this Section 5.1.8; and

5.1.9 (i) all environmental assessment reports with respect to the Property that were performed or that are being performed by or for Seller and remain in the possession of or reasonably available to Seller, (ii) any raw data that relates to the environmental condition of the Property, (iii) any governmental correspondence, orders, requests for information or action and other legal documents that relate to the presence of Hazardous Material (as defined in Section 13 below) on, in or

under the Property, and (iv) any other information material to the environmental condition or potential contamination of the Property.

## 5.2 Feasibility Study.

5.2.1 One Hundred Eighty-day period. During the period ending on the date which is one hundred eighty (180) days following the Effective Date (the “Feasibility Study Period”), Buyer may conduct a review with respect to the Property and satisfy itself with respect to the condition of and other matters related to the Property and its suitability for Buyer’s intended use (the “Feasibility Study”).

The Feasibility Study may include all inspections and studies Buyer deems necessary or desirable, in its sole discretion. Buyer and Buyer’s agents, representatives, consultants, architects and engineers will have the right, from time to time, during the Feasibility Study Period to enter onto the Property and make borings, drive test piles and conduct any other test and studies that may be necessary or desirable to ascertain the condition and suitability of the Property for Buyer’s intended use. Such tests and inspections are to be performed in a manner not disruptive to tenants or to the operation of the Property. Buyer shall protect, defend and indemnify Seller from and against any construction or other liens or encumbrances arising out of or in connection with its exercise of this right of entry and shall cause any such liens or encumbrances to be promptly released.

5.2.2 Termination of Agreement. Buyer will have the right to terminate this Agreement if, in Buyer’s good faith judgment, the Property is not suitable for Buyer’s intended use or does not meet Buyer’s intended investment objectives. Buyer’s right to terminate must be exercised by delivering written notice of its election to Seller on or before the expiration of the Feasibility Study Period, or the Extension Period if exercised. In the event Buyer does not complete the purchase, Buyer shall return the Property as near as is practicable to its original condition. If Buyer terminates this Agreement pursuant to this Section 5.2.2, this Agreement will terminate, and Seller and Buyer will be released from all further obligation or liability hereunder, except as otherwise specified by this Agreement and except for Buyer’s obligations to indemnify Seller under Sections 5.2.1 and 5.2.4 hereof.

5.2.3 Confidentiality of studies and reports. Prior to closing of the purchase of the Property, Buyer will not distribute or divulge the information or materials it and its agents and consultants may generate in connection with the Feasibility Study to other persons except as may be required by law or as may be necessary or desirable in connection with Buyer’s evaluation of the Property and its suitability; provided, that during this time period no information or materials concerning wetlands or environmental matters will be divulged to any governmental entity without Seller’s written consent, unless required by law. If Buyer elects not to purchase the Property, Buyer agrees that, except as may be required by law, it will not further divulge or further distribute the information and materials except with Seller’s consent.

Notwithstanding the foregoing, if Buyer elects not to purchase the Property, and if Seller requests copies of the written reports and studies prepared for Buyer in connection with its Feasibility Study, then Buyer will deliver to Seller copies of the final reports and studies. Buyer will, in that event, cooperate reasonably with Seller to coordinate Seller’s communications with

the consultants, provided Buyer will not be obligated to bear any costs or expend more than a reasonable period of time in doing so.

5.2.4 Buyer's indemnification. Buyer agrees to assume all liability for and to defend, indemnify and save Seller harmless from all liability and expense (including reasonable attorneys' fees) in connection with all claims, suits and actions of every name, kind and description brought against Seller or its agents or employees by any person or entity as a result of or on account of injuries or damages to person, entities and/or property received or sustained, arising out of, in connection with or as a result of the acts or omissions of Buyer or its agents or employees in exercising its rights under the right of entry granted in this Section 5, except for claims caused by Seller's negligence.

5.3 Buyer's contingencies. Buyer's obligation to purchase the Property is expressly contingent upon the following:

5.3.1 Feasibility Study. Buyer's approval, prior to expiration of the Feasibility Study Period, of the suitability of the Property as a result of the Feasibility Study;

5.3.2 Environmental condition. Buyer's approval, prior to expiration of the Feasibility Study Period, of the environmental condition of the Property pursuant to Section 11 below;

5.3.3 Title Policy. Buyer's receipt of Title Company's firm commitment to issue, upon closing, the Title Policy as described in Section 4.3;

5.3.4 Seller's compliance. Seller's timely performance of all of its obligations under this Agreement; provided, Seller will be given notice of any failure on its part to perform any such obligations and will have a period of time that is reasonable under the circumstance to cure its nonperformance; and

The foregoing conditions contained in Section 5.3 are collectively referred to in this Agreement as "Buyer's Contingencies." The parties shall diligently attempt to timely satisfy all of the Buyer's Contingencies.

5.4 Satisfaction/waiver of Buyer's Contingencies. Buyer's Contingencies are solely for the benefit of Buyer. The parties shall diligently attempt to timely satisfy all of the Buyer's Contingencies. If any of Buyer's Contingencies are not timely satisfied, Buyer will have the right at its sole election either to waive any of them in writing and proceed with the purchase or to terminate this Agreement. If Buyer elects to terminate this Agreement, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, and except that each party shall pay one-half (1/2) of the cost of terminating the escrow.

6. Closing Date. This transaction will be closed in escrow by the Title Company acting as escrow agent ("Escrow Agent"). The closing will be held at the offices of the Title Company on or before that date which is sixty (60) days after the end of the Feasibility Study Period or



satisfaction/waiver of Buyer's contingencies, but in any event no later than 5:00 p.m. Pacific Time, on \_\_\_\_\_ (the "Closing Date"). If closing does not occur on or before \_\_\_\_\_, or any later date mutually agreed to in writing by Seller and Buyer, Escrow Agent will immediately terminate the escrow and return all documents to the party that deposited them.

7. Closing.

7.1 Seller's Escrow Deposits. On or before the Closing Date, Seller shall deposit into escrow the following:

7.1.1 the duly executed and acknowledged Deed;

7.1.2 a duly executed and acknowledged Real Estate Tax Affidavit;

7.1.3 a duly executed assignment and assumption agreement relating to the University of Washington lease of the Property, in substantial form and content as set forth in Exhibit B;

7.1.4 a duly executed assignment and assumption agreement relating to [property mgmt agreement] in substantial form and content as set forth in Exhibit B; and

7.1.5 any other documents, instruments, records, correspondence and agreements called for hereunder that have not previously been delivered.

7.2 Buyer's Escrow Deposits. On or before the Closing Date, Buyer shall deposit into escrow the following:

7.2.1 cash in an amount sufficient to pay the Purchase Price and Buyer's share of closing costs;

7.2.2 a duly executed and completed Real Estate Excise Tax Affidavit;

7.2.3 a duly executed assignment and assumption agreement relating to the University of Washington lease of the Property, in substantial form and content as set forth in Exhibit B;

7.2.4 a duly executed assignment and assumption agreement relating to [property mgmt agreement] in substantial form and content as set forth in Exhibit B; and

7.2.5 any other documents or instruments Buyer is obligated to provide pursuant to this Agreement (if any) in order to close this transaction.

7.3 Additional Instruments and Documentation. Seller and Buyer shall each deposit any other instruments and documents that are reasonably required by Escrow Agent or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with this Agreement.

7.4 Closing Costs.

7.4.1 Seller's Costs. Seller shall pay the premium for a standard coverage owner's policy of title insurance in the full amount of the Purchase Price, the Title Company's escrow fee, and the cost of recording the Deed. It is understood between the parties that pursuant to WAC 458-61A-205 this sale will be exempt from the Washington State real estate excise tax, and Buyer agrees to cooperate with Seller in executing such documents as are required to qualify Seller for such exemption.

7.4.2 Buyer's Costs. Buyer shall pay the additional premium, if any, attributable to the extended coverage owner's policy of title insurance (if elected by Buyer) and any endorsements required by Buyer.

7.5 Foreign Investment in Real Property Tax Act. The parties agree to comply in all respects with Section 1445 of the Internal Revenue Code and the regulations issued thereunder (the "Regulations").

8. Adjustments and Prorations. The following adjustments and prorations will be made as of the Closing Date (with Buyer either responsible for or entitled to a credit for, as the case may be, the actual Closing Date).

8.1 Property Taxes. All property taxes payable in the year of closing and assessments approved by Buyer, if any, will be prorated as of the Closing Date.

8.2 Utilities. All gas, electric and other utility charges will be prorated as of the Closing Date.

9. Covenants.

9.1 Seller's Covenants.

9.1.1 Covenant to Maintain. Prior to the Closing Date, Seller shall maintain, repair, manage and operate the Property in a businesslike manner in accordance with Seller's prior practices and Seller shall not dissipate any portion of the Property.

9.1.2 Contracts Prior to Closing. Seller shall not market the Property or enter into any leases, contracts of sale or other agreements that are inconsistent with this Agreement without Buyer's prior written consent.

10. Representations and Warranties.

10.1 Seller's Representations and Warranties. Except as specifically provided in this Agreement, Seller makes no warranty or representation, express or implied, with respect to the condition of the Property or its suitability for any particular purpose.

10.1.1 Seller has full power and authority to convey the Property to Buyer.

10.1.2 Seller has not received notice of any special assessment or condemnation proceedings affecting the Property.

10.1.3 To the best of Seller's knowledge, there is no litigation pending or threatened against Seller (or any basis for any claim) that arises out of the ownership of the Property and that might materially and detrimentally affect (i) the use or operation of the Property for Buyer's intended use, or (ii) the ability of Seller to perform its obligations under this Agreement.

10.2 Waiver of Seller Disclosure Statement. Purchaser expressly waives Purchaser's right to receive from Seller a signed and dated Real Property Transfer Disclosure Statement as contemplated by Chapter 64.06 RCW.

10.3 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that this Agreement and all documents executed by Buyer that are to be delivered to Seller at closing are, or at the time of closing will be (i) duly authorized, executed and delivered by Buyer, (ii) legal, valid and binding obligations of Buyer, and (iii) in compliance with all provisions of all agreements and judicial orders to which Buyer is a party or to which Buyer is subject.

11. Hazardous Materials. Notwithstanding the representations set forth in Section 10 herein above, the City makes no representation regarding any Hazardous Materials Condition, as defined below, affecting the Property. Buyer takes the Property "AS IS" with all physical defects, including those that cannot be observed by casual inspection. Seller will have no obligation to repair or remedy any physical defects of the Property. Buyer may, at its sole cost, expense, and liability, conduct an environmental site assessment of the Property during the Feasibility Period. For the purposes of this paragraph, "Hazardous Materials" shall include, but not be limited to, substances defined as "Hazardous Substances," "Hazardous Materials," "Hazardous Waste," "Toxic Substances", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Section 9601 et seq., the Model Toxic Control Act of the State of Washington and all regulations adopted and publications promulgated pursuant to such laws, collectively "Environmental Laws". A "Hazardous Materials Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of Hazardous Materials that would require remediation and/or removal under applicable Federal, State or local law. In the event Buyer notifies Seller prior to the Closing Date that the Property is affected by a Hazardous Materials Condition and such notice is accompanied by a report from an engineering company with experience in evaluating such matters, Buyer may either (a) terminate this contract, or (b) proceed to Closing notwithstanding such contamination. To the extent allowed by law, the environmental due diligence investigation provided for herein and any information or documents produced or collected by the environmental consultant in connection with this

investigation shall be considered to be confidential information by the Buyer and City until Closing. Prior to Closing, or in the event Closing does not occur, Buyer shall not disclose such information to any third party or initiate or have any direct contact with any governmental agencies in connection with the environmental investigation without the prior written consent of the City's Director of Asset Management. Buyer may disclose said information to its employees, attorneys, consultants, lenders, and others who have a need to know and use the information in connection with this transaction, and may disclose said information if required to do so by law, or by court order. If the environmental investigation reveals any conditions that applicable laws require to be reported to any governmental agency, the City shall have the responsibility to make such reports or disclosures, but Buyer shall have the right to do so in the event the City fails to do so within any time period required by applicable law.

12. Eminent Domain. If all or any part of the Property is taken by condemnation or eminent domain and the value of the portion of the Property so taken exceeds Fifty Thousand and 00/100 Dollars (\$50,000.00), Buyer may, upon written notice to Seller, elect to terminate this Agreement, and in such event all monies theretofore paid on account must be returned to Buyer, and neither party will have any further liability or obligation under this Agreement. If all or any portion of the Property has been or is hereafter condemned or taken by eminent domain and this Agreement is not canceled, Seller's right, title and interest in and to any awards in condemnation or eminent domain, or damages of any kind, to which Seller may have become entitled or may thereafter be entitled by reason of any exercise of the power of condemnation or eminent domain with respect to the Property or any portion thereof shall accrue to Buyer.

13. Possession. Seller shall deliver possession of the Property to Buyer on the Closing Date.

14. Events of Default.

14.1 By Seller. If there is an event of default under this Agreement by Seller (including a breach of any representation, warranty or covenant), Buyer will be entitled (a) in addition to all other remedies available at law or in equity, to seek specific performance of Seller's obligations under this Agreement or (b) to terminate this Agreement by written notice to Seller and Escrow Agent. If Buyer terminates this Agreement, the escrow will be terminated, the entire Deposit must immediately be returned to Buyer, all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement except that Seller shall pay any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

15. Notices. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by Mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

Seller:

City of Spokane  
Attn: Ed Lukas

808 W Spokane Falls Blvd  
Spokane, WA 99201

With a copy to: James Richman  
Office of the City Attorney  
808 W Spokane Falls Blvd  
Spokane, WA 99201

Buyer: University District Public Development Authority  
Attn: Lars Gilberts  
120 N. Pine Street, Suite 232  
Spokane, WA 99202

With a copy to: Taud Hume  
Parsons | Burnett | Bjordahl | Hume, LLP  
Steam Plant Square  
159 S. Lincoln Street, Suite 225  
Spokane, WA 99201

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed, two business days after deposit at any post office in the United States of America, and if delivered via facsimile, the same day as verified, provided that any verification that occurs after 5 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9 a.m. on the following business day.

16. Brokers and Finders. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or a finder's fee as procuring cause of the purchase and sale contemplated by this Agreement. If any broker or finder perfects a claim for a commission or finder's fee based upon any other contract, dealings or communication, the party through whom the broker or finder makes his or her claim will be responsible for that commission or fee and shall indemnify, defend and hold harmless the other party from and against any liability, cost or damages (including attorneys' fees and costs) arising out of that claim.

17. Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

18. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the time of closing, will be deemed to be material and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Washington.
20. Entire Agreement. This Agreement and the exhibits to it constitute the entire agreement between the parties with respect to the purchase and sale of the Property, and supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth.
21. Attorney Fees. Each party shall pay its own legal fees relating to negotiation and drafting of this Agreement and the documents to be executed at closing. If either party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including, without limitation, court costs and reasonable attorney fees incurred in connection with any federal, state or bankruptcy court proceeding.
22. Time of the Essence. Time is of the essence of this Agreement.
23. Waiver. Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of a subsequent breach of the same covenant.
24. Nonmerger. The terms and provisions of this Agreement, including, without limitation, all indemnification obligations will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.
25. Negotiation and Construction. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.
26. Assignment. Buyer may not assign its rights under this Agreement.
27. Governmental Approval. Buyer acknowledges and agrees that this Agreement does not bind the City of Spokane until it is signed by the Mayor following approval by the Spokane City Council in open public meeting.
28. Exhibit. The following exhibit is attached to and made a part of this Agreement by this reference.

EXHIBIT A – Legal Description of the Property

EXHIBIT B – Assignment and Assumption Agreement

In witness whereof, the Buyer and Seller have signed this Agreement effective as of the date first hereinabove written.



CITY OF SPOKANE

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

Attest:

Approved as to form:

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

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

UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY

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

Acknowledged and agreed:

UNIVERSITY DISTRICT DEVELOPMENT ASSOCIATION

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

STATE OF WASHINGTON :  
:ss.  
County of Spokane :

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared David Condon and Terri Pfister, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the 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 affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State

of Washington, residing at Spokane  
My Appointment expires \_\_\_\_\_

STATE OF WASHINGTON :  
:ss.  
County of Spokane :

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he/she 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 the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Spokane  
My Appointment expires \_\_\_\_\_

EXHIBIT “A”

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT “B”

Assignment and Assumption Agreement



November 9, 2018

City of Spokane  
808 W. Spokane Falls Blvd  
Spokane, WA 99201

**RE: PDA Board advisory regarding UW Spokane Center lease renewal**

On behalf of the University District Public Development Authority (UDPDA) Board of Directors, I wish to convey notice of the Board's approval on November 6, 2018 for the City to proceed with the lease extension for the University of Washington Spokane Center located at the corner of West Main Avenue and North Browne Street.

The Board unanimously approved the following motion: the UDPDA board supports the extension of the University of Washington lease and authorizes the UDDA and the CEO to negotiate and represent the best interests of the UDPDA and its stakeholders

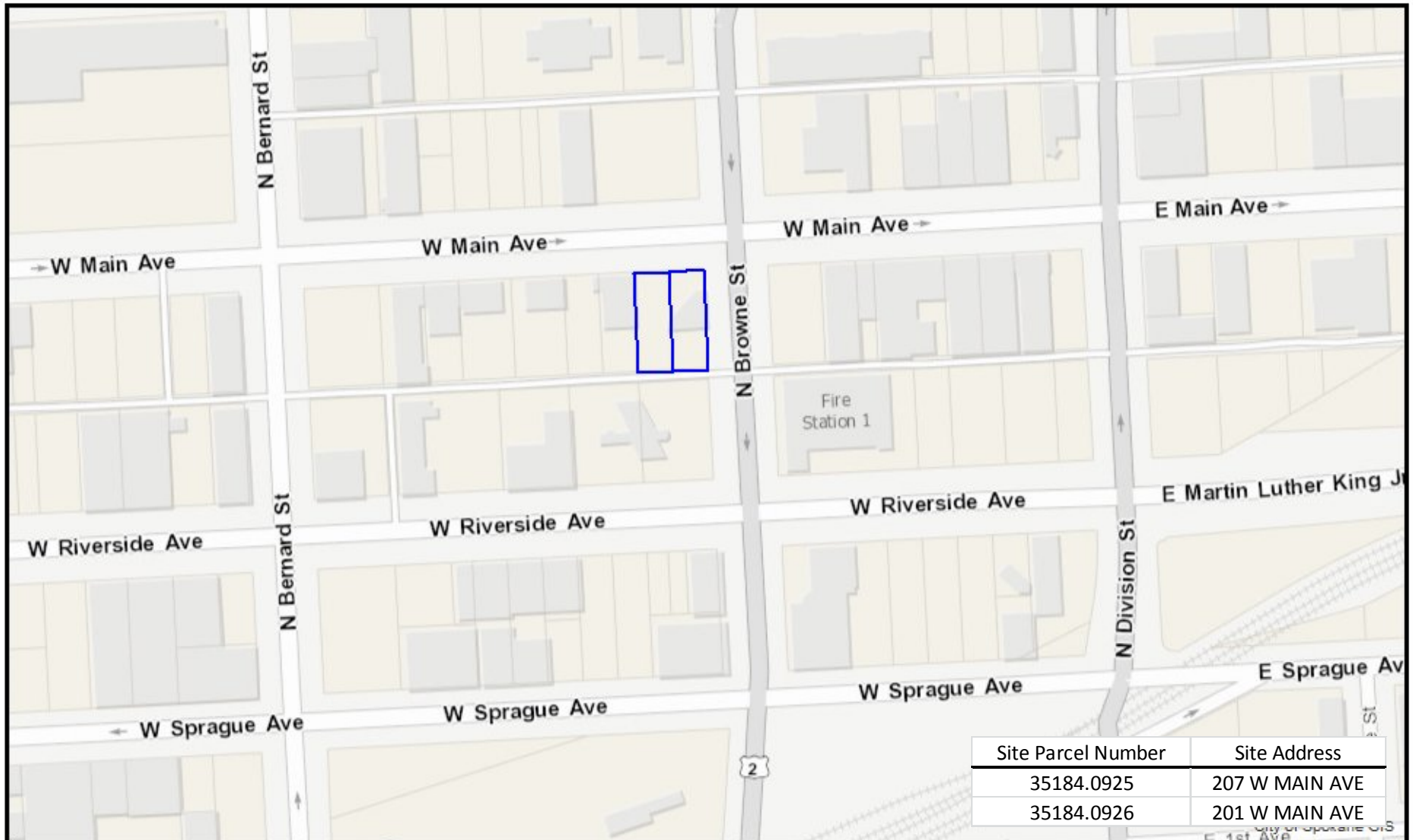
Please advise if you need any further information. Our council, Taud Hume, and I stand ready to assist you in any way to address this in a timely fashion.

Kind regards,

Lars Gilberts  
CEO

University District Development Association


# EXHIBIT 'A'

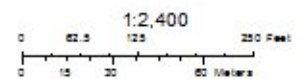


UW Visitors

March 6, 2018

Legend

 City of Spokane



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.



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

01/07/2019

**Date Rec'd**

12/11/2018

**Clerk's File #**

ORD C35733

**Renews #****Submitting Dept**

FINANCE &amp; ADMIN

**Cross Ref #****Contact Name/Phone**

GAVIN COOLEY 625-6586

**Project #****Contact E-Mail**

GCOOLEY@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

0410- REVISE MY SPOKANE IMPREST FUNDS SMC 7.03.190

**Agenda Wording**

Update to SMC 07.03.190 increasing the My Spokane imprest fund to an amount not to exceed four-thousand eight hundred dollars

**Summary (Background)**

Currently the Imprest Funds of My Spokane is \$4,000 used for cashier's change as part of their normal operations.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Neutral \$ 800

# 5700-99999-99999-11223-99999

Neutral \$ -800

# 5700-99999-99999-11110-99999

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

MARCHAND, CRYSTAL

**Study Session**Finance Committee  
12/17/18**Division Director**

MARCHAND, CRYSTAL

**Other****Finance**

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**For the Mayor**

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**Additional Approvals**

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**Purchasing****CITY COUNCIL**

MCDANIEL, ADAM

## Briefing Paper (Sustainable Resources Committee)

<b>Division &amp; Department:</b>	My Spokane
<b>Subject:</b>	Increase to My Spokane Imprest Fund
<b>Date:</b>	
<b>Contact (email &amp; phone):</b>	Carly Cortright <a href="mailto:ccortright@spokanecity.org">ccortright@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Sustainable Resources
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Update to SMC 07.03.190 increasing the My Spokane imprest fund to an amount not to exceed four-thousand eight hundred dollars
<b>Background/History:</b> Currently the Imprest Funds of My Spokane is \$4,000 used for cashier's change as part of their normal operations	
<ul style="list-style-type: none"> <li><i>My Spokane has added a cashier position and would like to increase the imprest fund by \$800 to add another till that will be used as cashier's change.</i></li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

**ORDINANCE NO. C35733**

An ordinance regarding My Spokane Imprest Funds; amending section 7.03.190 of the Spokane Municipal Code.

**WHEREAS**, My Spokane currently has an imprest fund in an amount not to exceed \$4,000, and

**WHEREAS**, this amount has not changed since it was established in 2015, and there is a need to increase the amount to \$4,800 to adequately maintain normal operations of the My Spokane Office;

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

**Section 1.** That section 7.03.190 of the Spokane Municipal Code is amended to read as follows:

**Chapter 7.03 Imprest Funds**  
**Section 7.03.190 My Spokane.**

There is established in the My Spokane Office an imprest fund in an amount not to exceed four thousand eight hundred dollars to be used as the cashier's change fund as part of their normal operations.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

01/14/2019

**Date Rec'd**

12/20/2018

**Clerk's File #**

ORD C35734

**Renews #****Cross Ref #****Submitting Dept**

CITY ATTORNEY

**Contact Name/Phone**

TIM SZAMBELAN 625-6225

**Project #****Contact E-Mail**

TSZAMBELAN@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO EXTENET

**Agenda Wording**

An ordinance granting a non-exclusive franchise to use the public right of way for small cell attachments for noncable telecommunication provider services to ExteNet Systems Inc., subject to certain conditions and duties as further provided.

**Summary (Background)**

ExteNet designs, owns and operates multi-carrier, often referred to as "neutral-host", and multi-technology Distributed Networks to ensure multiple Wireless Service Providers (WSPs) can provide their 3G and 4G LTE services in the most effective and efficient manner. ExteNet creates a scalable network design utilizing its high-bandwidth fiber network to ensure the network densification needs of the WSPs are met and continually scale as user demands dictate. Distributed networks ensure wireless network elements like low-powered antennas and access points are brought closer to the user to ensure a high quality network that enable ubiquitous and high-capacity wireless broadband connectivity for the WSPs and their customers. Distributed Networks, owned and operated by ExteNet, are adaptable and scalable, using shared network and infrastructure elements to support multiple communication technologies and are capable of evolving as technology changes dictate. These range from Distributed Antenna Systems (DAS), Distributed Radio Access Networks (Distributed RAN), Small Cells, Wi-Fi, Distributed Soft switching and in many instances, hybrids of some or all of these.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral

\$

#

Select

\$

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Select

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#

Select

\$

#

**Approvals****Council Notifications****Dept Head**

PICCOLO, MIKE

**Study Session****Division Director****Other****Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

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**Purchasing**

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**CITY COUNCIL**

MCDANIEL, ADAM

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tszambelan@spokanecity.org

ExteNet Systems Inc.  
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C35734

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to ExteNet Systems Inc., subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

- Section 1. Definitions
- Section 2. Parties, grant
- Section 3. Limits on permission
- Section 4. Effective Date, Term
- Section 5. General provisions
- Section 6. Plans; Locate, Relocate
- Section 7. Grantee to restore affected areas
- Section 8. Information, good engineering, inspections
- Section 9. Limited access, no obstruction, accommodation
- Section 10. Undergrounding
- Section 11. Facilities for City Use
- Section 12. Liability; No duty
- Section 13. Insurance
- Section 14. Taxes, fees
- Section 15. Franchise administration
- Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, fiber optic cables, wires and conduits and related materials and

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 2 of 18**

equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

"Municipal infrastructure" means the road bed and road area, street and sidewalk paving, curbing, utility easements (unless there are relevant use, structure or other restrictions), associated drainage facilities, combined sewer tanks, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility facilities, as well as municipal traffic signal, street lighting and communications facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

"Public right-of-way" or "right-of-way" means land acquired by or dedicated to the City for public roads and streets, but does not include state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

"Telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, "telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals and "cable service" as defined in 42 USC 522 (5) or other distribution of multichannel video programming.

Section 2. Parties, grant



ExteNet Systems Inc.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 3 of 18**

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and ExteNet Systems Inc., as Grantee, hereafter also "Grantee". Grantee is a Delaware Limited Liability Company whose home office is 3030 Warrenville Road , Suite 340, Lisle Illinois 60532. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

ExteNet Systems Inc.

Attn: CFO

Re: City of Spokane WA Telecommunications (noncable) Franchise

3030 Warrenville Road, Suite 340

Lisle, Illinois, 60532

With a copy to:

ExteNet Systems Inc.

Attn: General Counsel

Re: City of Spokane WA Telecommunications (noncable) Franchise

3030 Warrenville Road, Suite 340

Lisle Illinois 60532

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: the above address.

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane

808 West Spokane Falls Boulevard

Spokane, WA 99201

Attention: City Clerk's Office

With a copy to:

City of Spokane

808 West Spokane Falls Boulevard

Spokane, WA 99201

Attention: City Attorney's Office

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

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B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the right-of-way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others, provided that any such use by others does not unreasonably interfere with Grantee's use and placement of its Facilities in any right-of-way. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 5 of 18**

specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter (the "Initial Term"). Following the expiration of the Initial Term, this Franchise shall be automatically renewed for one (1) additional five (5) year period. (each a "Renewal Term"), unless Grantee provides to the City written notice of intention not to renew at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, as applicable. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

A. Grantee is and will remain in good standing as a limited liability company registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours. The Grantee will notify the City within five business days if Grantee's contact information changes.

B. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public right-of-way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and Municipal infrastructure. Grantee agrees that its uses in Franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

C. If required by applicable laws, Grantee will maintain membership with

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 6 of 18**

the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's ~~MIS~~ ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface and as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides telephone poles and related guy wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements; provided, however, that such approval shall not be unreasonably withheld, conditioned, or delayed. If the location of the Grantee's facility is already occupied by City utilities, the Grantee is required to submit new plans showing the location that the Grantee will now be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 7 of 18**

plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate its Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. The same terms and timelines as exists in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past five (5) years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;

2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and

3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.

4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 8 of 18**

movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation, adjustment or securing of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

G. Grantee may be subject to SMC 17C.355A Wireless Communication Facilities. The Grantee is subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

H. Grantee may be required to obtain a master lease agreement for attachment of telecommunications equipment or other facilities in the Public right of way.

I. The City has the right to charge the Grantee site specific charges for placement of new facilities in the right of way on structures owned by the City pursuant to RCW 35.21.860.



TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 9 of 18**

J. The Grantee will work with the City to provide access to conduit or other equipment the Grantee is placing in the public right of way when feasible.

Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

A. Not more than once annually, Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 10 of 18**

City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable. The City shall provide written explanations of the denial of access and allow Grantee to make corrections to accommodate the concerns where possible.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 11 of 18**

judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise; provided, however, the City's right to require undergrounding of Grantee's Facilities shall exclude antennas, equipment cabinets, cabling and other equipment that must be above-ground to operate. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee Facilities provided under this paragraph, or use such Facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All Facilities supplied shall be maintained to technical specifications.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 12 of 18**

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between Grantee and the other party would not be violated by the City's attachment use of the aerial pole.

C. Grantee agrees to notify the City ITSD Director, Developer Service Director, and City Engineer at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities, and/or enjoyment of any privileges granted by this Franchise, or because of Grantee's performance or failure to perform any Franchise obligations.

B. Grantee accepts that access to any franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane relating solely to indemnity claims made by the City directly against Grantee for claims made against the City by Grantee's employees and affirms that the City and Grantee

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 13 of 18**

have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this Ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement. Grantor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Grantee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Grantor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Grantor, its employees, agents or independent contractors; and, (iii) not exceed Grantee's indemnification obligation under this Agreement, if any.

B. Grantee's required insurance shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein. Notwithstanding the foregoing, Grantee may self-insure any required coverage.

Section 14. Taxes, fees

A. No Franchise fee is assessed for telecommunications service providers in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 14 of 18**

which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days' notice to invoke this provision and any franchise fee under it shall be prospective in nature.

B. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics and convenience.

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void. Use of Grantee's Facilities by third parties or attachment of third party owned Facilities shall not be a sublease under this Agreement. Parties acknowledge that this is the core business model



TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 15 of 18**

of Grantee.

No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

D. Grantee understands that this Franchise applies to itself as well as all third party users, assigns, successors or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities so provide. Additionally, Grantee accepts full responsibility with said

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 16 of 18**

users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured so as to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

G. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

Passed the City Council \_\_\_\_\_, 2018.

ExteNet Systems Inc.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 17 of 18**

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M A Y O R

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

---

Assistant City Attorney

ExteNet Systems Inc.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

**Page 18 of 18**

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. \_\_\_\_\_, effective \_\_\_\_\_, 2018.

I, \_\_\_\_\_, am the \_\_\_\_\_ of ExteNet Systems Inc. (as manager of ExteNet Systems Inc.) and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of ExteNet Systems Inc.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_

Witness: \_\_\_\_\_

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

01/14/2019

**Date Rec'd**

12/12/2018

**Clerk's File #**

ORD C35735

**Renews #****Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

CITY COUNCIL

**Contact Name/Phone**

BREEAN BEGGS 6714

**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Agenda Item Name**

0320 RELATING TO THE OPO'S COMPLAINT INTAKE PROCEDURES

**Agenda Wording**

An ordinance relating to the Office of Police Ombudsman's procedures for complaint intake.

**Summary (Background)**

In a letter to City Council Members on 11/13/18, the OPO requested the change in SMC to note that employees of the OPO may, rather than shall, notify complainants that making false or misleading statements may subject them the criminal sanctions via SMC 10.07.020. This ordinance serves to execute the OPO's request.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

MCDANIEL, ADAM

**Study Session****Division Director****Other**

12/3 PSCHC &amp; 12/17 PIES

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing****CITY COUNCIL**

MCDANIEL, ADAM

## ORDINANCE NO. C - \_\_\_\_\_

An ordinance relating to the Office of Police Ombudsman's procedures for complaint intake.

**WHEREAS**, the Office of Police Ombudsman (OPO) is currently required to tell complainants that making false or misleading statements may be subject to criminal sanctions in SMC 10.07.020, a practice that may lead to intimidation of some potential credible complainants and violates current national best practices; and

**WHEREAS**, both the OPO and the Spokane Police Department have historically provided information regarding SMC 10.07.020 to complainants on the complaint form; and

**WHEREAS**, trainings attended by the OPO regarding reducing police liability and managing difficult complainants have shown that best practices do not support warning complainants regarding SMC 10.07.020; and

**WHEREAS**, the OPO ended their practice of requiring complainants to sign written complaints in acknowledgment of SMC 10.07.020; and

**WHEREAS**, the OPO requested the below change to SMC to be consistent with their operating procedures in a letter to City Council Members dated November 13, 2018.

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

Section 1: That SMC Section 04.32.140 is amended to read as follows:

### **Section 04.32.140 False Reporting**

- A. The OPO shall have the discretion to decline further action on a complaint filed with the OPO if it is found that there is a reasonable belief that the alleged acts of misconduct in the complaint are false and that the person(s) filing the complaint knew them to be false at the time the complaint was filed.
- B. The employees of the OPO are considered public servants for the purposes of SMC 10.07.020, and may notify complainants that SMC 10.07.020 makes it a gross misdemeanor to knowingly make a false or misleading material statement to a public servant. ~~((Any person who knowingly makes a false or misleading material statement to the OPO is subject to criminal sanctions in SMC 10.07.020. The OPO shall notify complainants that they can be charged with a criminal gross misdemeanor for making a false or misleading material statement pursuant to SMC 10.07.020.))~~

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



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

01/14/2019

**Date Rec'd**

12/26/2018

**Clerk's File #**

ORD C35736

**Renews #****Submitting Dept**

DEVELOPER SERVICES CENTER

**Cross Ref #**

RES 2018-0010

**Contact Name/Phone**

ELDON BROWN 625-6305

**Project #****Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Hearings

**Requisition #****Agenda Item Name**

4700 - STREET VACATION N. SOUTH RIVERTON, FROM SHARP TO BOONE

**Agenda Wording**

Vacation of the east 15 feet of N. South Riverton, as requested by Michael Kuhn and Douglass Spruance.

**Summary (Background)**

At its legislative session held on December 3, 2018, the City Council set a hearing on the above vacation for January 14, 2019. Staff has solicited responses from all concerned parties.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

**Approvals****Council Notifications****Dept Head**

KINDER, DAWN

**Study Session****Division Director**

KINDER, DAWN

**Other**Urban Experience  
11/12/18**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

DALTON, PAT

edjohnson@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

ebrown@spokanecity.org

**Additional Approvals**

sbishop@spokanecity.org

**Purchasing**

kbecker@spokanecity.org

City of Spokane  
Planning & Development Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE C35736

An ordinance vacating the east 15 feet of North South Riverton between Sharp Avenue and Boone Avenue; more particularly described below

WHEREAS, a petition for the vacation of east 15 feet of North South Riverton between Sharp Avenue and Boone Avenue and more particularly described below has been filed with the City Clerk representing 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. The following (2) pieces of right-of-way are hereby vacated. Parcel number not assigned.

- a) The east 15 feet of North South Riverton that lies directly west of Lot 1, Block 25 of the Plat of Amended School Section 16 and lies between the south line of Sharp Avenue and the north line of the alley in Block 25.
- b) The east 15 feet of North South Riverton that lies directly west of Lot 3, Block 25 of the Plat of Amended School Section 16 and lies between the north line of Boone Avenue and the south line of the alley in Block 25.

Section 2. An easement is reserved and retained over that portion of the vacated area that is 10 feet on either side of an existing cleanout for a private sewer line.

Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

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

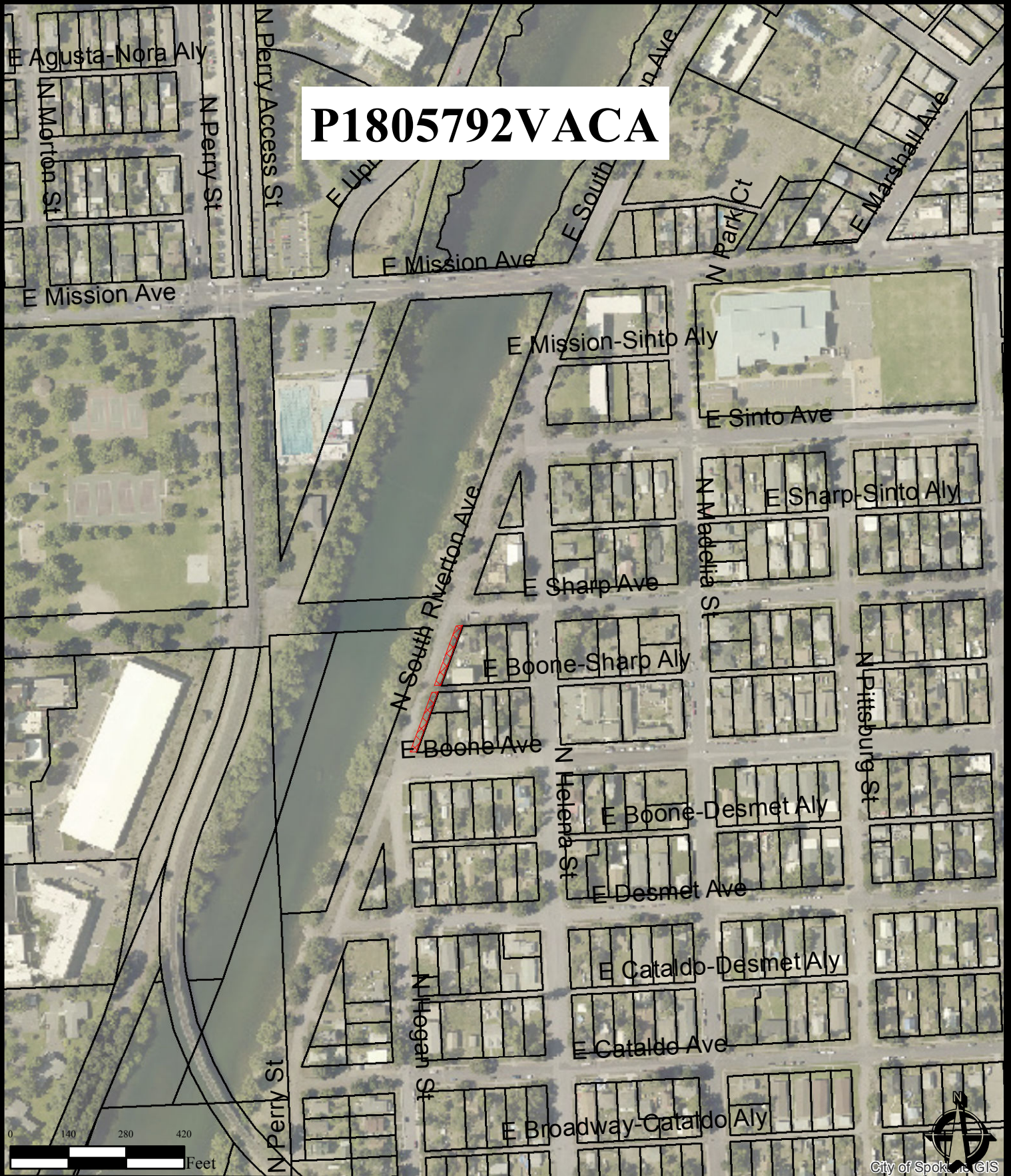
\_\_\_\_\_  
Mayor

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

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



**P1805792VACA**



**The east 15' of N. South Riverton between  
Sharp and Boone, except for the 15' extension  
of the alley in Block 25 of the Subdivision of  
of Section 16**

**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.





**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

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

**STREET VACATION REPORT  
11/19/18**

**LOCATION:** The east 15' of N. South Riverton between Sharp and Boone.

**PROPONENT:** Michael Kuhn & Douglass Spruance

**PURPOSE:** To continue the uniformity of the street due to previous vacation of 15' feet of N. South Riverton just north of this proposal along with increasing property tax base.

**HEARING:** January 14, 2019

**REPORTS:**

**AVISTA UTILITIES** – Avista has no requests or concerns for the vacated area.

**COMCAST** – Comcast has reviewed the vacation request. We have no problem with the vacation.

**ZAYO** – Zayo has no comment and no objection to the vacation on South Riverton.

**CENTURYLINK** – CenturyLink has no objections.

**INTEGRATED CAPITAL MANAGEMENT** – No concerns from ICM

**FIRE DEPARTMENT** – No issues for fire.

**EAST CENTRAL NEIGHBORHOOD CHAIR** – Without seeing any proposed use for the area that is proposed to be vacated I am inclined to recommend that council does not approve vacating the right-of-way.

**PARKS DEPARTMENT** – No comments

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** - No comments

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No comments



**PLANNING & DEVELOPMENT – PLANNING** – No concerns

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** – No problem for Solid Waste

**STREET DEPARTMENT** - No comments

**WASTEWATER MANAGEMENT** – Wastewater Management has no objections to the vacation provided on site runoff be maintained and treated on site. Note there is private sewer that serves most of the properties on that block. There is a clean out very close to (if not in) the area to be vacated. I have attached a GIS map and the side sewer card that shows the connection. Any plans for the vacation area will need to consider this and maintain the sewer line, clean out and any connections to the served properties.

**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. Adequate emergency vehicle access shall be maintained to existing and future buildings.
2. An easement be retained 10 feet on either side of the existing cleanout for a private sewer in the vacated area.
3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$10,991.34 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. 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, 2019**.

Eldon Brown, P.E.  
Principal Engineer – Planning & Development



EDJ/edj

h:\dsc\permitting\stvac\s. riverton - sharp to boone\report.docx

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

01/07/2019

**Date Rec'd**

12/20/2018

**Clerk's File #**

ORD C35730

**Renews #****Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

PLANNING

**Contact Name/Phone**

NATHAN GWINN 6893

**Contact E-Mail**

NGWINN@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Agenda Item Name**

0650 ORDINANCE 17C.110

**Agenda Wording**

An ordinance relating to alternative residential subdivisions, amending Spokane Municipal Code (SMC) sections 17G.080.065.

**Summary (Background)**

Code amendments to apply multifamily design standards of SMC 17C.110.400 through .465 to attached housing in the RMF and RHD zones, and eliminate homeowners' association requirements to correspond with changes to Pocket Residential Development (SMC 17C.110.360) in all locations. On November 28, 2018, the City Plan Commission voted to recommend that the City Council approve the proposal.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

TRAUTMAN, HEATHER

**Division Director**

KINDER, DAWN

**Finance**

HUGHES, MICHELLE

**Legal**

RICHTMAN, JAMES

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session**

12/13/2018

**Other**

10/08/2018

**Distribution List**

dkinder@spokanecity.org

htrautman@spokanecity.org

tpalmquist@spokanecity.org

tblack@spokanecity.org

**Additional Approvals****Purchasing****CITY COUNCIL**

MCDANIEL, ADAM

ngwinn@spokanecity.org



## ORDINANCE NO. C35730

An ordinance relating to dimensional standards for attached housing and multifamily development in residential zones, amending Spokane Municipal Code (SMC) sections 17C.110.200, 17C.110.215, 17C.110.310, and 17C.110.360.

WHEREAS, it is a planning goal of the Washington State Growth Management Act under RCW 36.70A.020(1) to “Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner;” and

WHEREAS, in compliance with Chapter 36.70A RCW, the City of Spokane adopted a Comprehensive Plan on May 21, 2001; and

WHEREAS, the City of Spokane is required under RCW 36.70A.040(4)(d) to implement the goals and policies of the City’s Comprehensive Plan by adoption of implementing development standards; and

WHEREAS, the Washington Administrative Code 365-196-300(3)(b)(i) states “Development regulations must allow development at the densities assumed in the comprehensive plan;” and

WHEREAS, the City of Spokane’s Comprehensive Plan encourages the efficient use of land in proximity to Centers and Corridors designated on the Land Use Plan Map (Goal LU 3), provides minimum and maximum residential densities (Land Use Chapter, Section 3.4), and provides opportunities for a variety of housing types that are safe and affordable for all income levels (Goal H1); and

WHEREAS, the City of Spokane Comprehensive Plan, Land Use Chapter, Goal LU 5, Development Character, states: “*Promote development in a manner that is attractive, complementary, and compatible with other land uses;*” and

WHEREAS, the City of Spokane Comprehensive Plan, Land Use Chapter, Policy LU 7.1, Regulatory Structure, states: “*Develop a land use regulatory structure that utilizes a variety of mechanisms to promote development that provides a public benefit;*” and

WHEREAS, according to the Washington Commerce Department’s 2015 Housing Needs Assessment (“Assessment”), more than 24,000 of homeowner households at every income level assessed in the Spokane Urbanized Area paid more than 30 percent of their income on housing, a status defined as “cost-burdened;” and

WHEREAS, more than 28,000 renter households were also cost-burdened, according to the Assessment; and

WHEREAS, together these households represented a third of the total number of households; meanwhile, only 43 percent of households earning less than \$31,500 (50% of median family income) had access to affordable and available housing, according to the Assessment; and

WHEREAS, according to American Community Survey 1-year estimates, rental vacancies in 2017 in Spokane County and the city of Spokane were at 2.4 percent, the lowest level for at least thirteen years; and

WHEREAS, in 2016, a Plan Commission subcommittee (“committee”) was formed to identify local issues and develop strategies to overcome obstacles to infill development that would enable and promote high-quality development on vacant land; and

WHEREAS, during a public engagement process that solicited community input, the committee learned of interest in construction of attached housing, such as townhouses, and identified potential barriers that are making it difficult or impossible to achieve the densities and housing options envisioned in the Comprehensive Plan; and

WHEREAS, the committee prepared a series of recommendations that included proposed regulatory changes, including amendments to update dimensional and other standards such as smaller lot sizes to support attached housing and more efficient use of land (SMC 17C.110.200); and

WHEREAS, the Spokane City Council adopted Resolution 2016-94 on November 21, 2016, recognizing the committee’s summary report and recommendation as a guide for future program development and potential regulatory implementation measures; and

WHEREAS, in January 2018, the City Council adopted, and in February 2018, the Mayor signed Ordinance C35575, which carried out committee recommendations related to lower-density residential zones by providing alternative residential development standards in those areas; and

WHEREAS, it is necessary to create opportunities in higher-density residential zones for development that can achieve the densities envisioned in the Comprehensive Plan, thus reducing impacts on City service delivery; and

WHEREAS, it is necessary to create additional opportunities to compatibly increase the affordable housing supply and respond to demands of citizens of every income level experiencing a shortage of housing, as indicated by comments received and the historic low vacancy rates; and

WHEREAS, related to public health, safety, welfare, and protection of the environment, this ordinance is intended to make more efficient use of available lands, and encourage development in closer proximity to services, effectively reducing sprawl; and

WHEREAS, the changes are aligned with the committee recommendations to remove identified barriers that make it difficult or impossible to achieve the densities and housing options envisioned in the Comprehensive Plan; and

WHEREAS, the City complied with RCW 36.70A.370 in the process of adopting this Ordinance; and

WHEREAS, the City conducted open house meetings on May 3 and May 9, 2018; and

WHEREAS, the City encouraged public participation and provided information on the amendments on its website (<http://my.spokanecity.org/projects>); and

WHEREAS, the City of Spokane Plan Commission held workshops throughout the process; and

WHEREAS, a State Environmental Policy Act ("SEPA") Checklist was prepared and a Determination of Non-Significance ("DNS") was issued on June 27, 2018, for the proposed amendments; and

WHEREAS, public notice was published in the Spokesman Review on June 27, and July 4, 2018, giving notice of the Plan Commission public hearing and SEPA Checklist and DNS; and

WHEREAS, on July 11, 2018, the City Plan Commission held a public hearing on the proposed amendments, where the Plan Commission heard testimony from the public; and

WHEREAS, during the hearing, the Plan Commission entertained a number of proposals to amend the draft regulations; and

WHEREAS, the Plan Commission voted to consider several of the amendments and asked staff to conduct research regarding the proposed amendments and their impacts; and

WHEREAS, the Plan Commission continued the hearing to November 14, 2018, for the purposes of allowing additional public comment and testimony on the proposed amendments; and

WHEREAS, a revised SEPA Checklist was prepared and a revised DNS was issued on October 31, 2018, for the proposed amendments; and

WHEREAS, public notice was published in the Spokesman Review on October 31, and November 7, 2018, giving notice of the Plan Commission public hearing and of the revised SEPA Checklist and DNS; and

WHEREAS, on November 14, 2018, the Plan Commission held a public hearing on the recommended amendments and continued its deliberations until November 28, 2018; and

WHEREAS, on November 28, 2018, the Plan Commission recommended, by a vote of 8-0, approval of the amendments in this Ordinance and in two separate ordinances related to text amendments in chapter 17C.230 SMC, Parking and Loading; and in SMC 17G.080.065, Alternative Residential Subdivisions; and

WHEREAS, the City Council adopts the findings and conclusions of the Plan Commission and further incorporates the Planning Department's entire file into the record in support of the Council's adoption of this Ordinance; and

WHEREAS, the public has had opportunities to participate throughout the process and all persons desiring to comment were given an opportunity to be heard; -- Now, Therefore

The City of Spokane does ordain:

Section 1. That SMC section 17C.110.200 is amended to read as follows:

**17C.110.200            Lot Size**

**A.     Purpose.**

The standards of this section allow for development on lots, but do not legitimize lots that were divided in violation of chapter 17G.080 SMC, Subdivisions. The required minimum lot size, lot depth, lot width and frontage requirements for new lots ensure that development will, in most cases, be able to comply with all site development standards. The standards also prevent the creation of very small lots that are difficult to develop at their full density potential. Finally, the standards also allow development on lots that were reduced by condemnation or required dedications for right-of-way.

**B.     Existing Lot Size.**

1.     Development is prohibited on lots that are not of sufficient area, dimension and frontage to meet minimum zoning requirements in the base zone. Except:
  - a.     one single-family residence may be developed on a lot that was legally created under the provisions of chapter 58.17 RCW, Plats – Subdivisions – Dedications, or applicable platting statutes;
  - b.     a PUD lot may be less than the minimum size of the base zone, if such lot is delineated on a PUD plan, which has been approved by the hearing examiner. All use and development standards of the zone wherein such lot is located, shall be complied with, unless modified through the PUD process by the hearing examiner. A PUD shall comply with the requirements of subsection (C) of this section.
2.     No lot in any zone may be reduced so that the dimension, minimum lot area, frontage or area per dwelling unit is less than that required by this chapter, except as modified through the PUD process by the hearing examiner.
3.     Lots Reduced by Condemnation or Required Dedication for Right-of-way. Development that meets the standards of this chapter is permitted on lots,

or combinations of lots, that were legally created and met the minimum size requirements at the time of subdivision, but were reduced below one or more of those requirements solely because of condemnation or required dedication by a public agency for right-of-way.

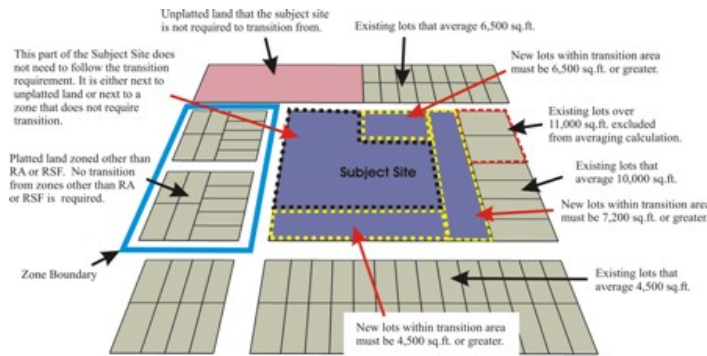
C. Land Division.

All new lots created through subdivision must comply with the standards for the base zone listed in Table 17C.110-3.

1. Transition Requirement.

For sites two acres or greater, transition lot sizes are required to be included as a buffer between existing platted land and new subdivision subject to the requirements of this section. The purpose of this section is to transition lot sizes between the proposed and existing residential developments in order to facilitate compatible development and a consistent development pattern. In the RA and RSF zones, the minimum lot size is subject to transitioning of lots sizes. Lots proposed within the initial eighty feet of the subject property are required to transition lot sizes based on averaging under the following formulas:

- a. Transitioning is only required of properties adjacent to or across the right-of-way from existing residential development. "Existing residential development" in this section shall mean existing lots created through subdivision or short plat.
- b. Lot size in the transition area is based on the average of the existing lot size in subdivisions adjacent to, or across the street from, the subject property. Lots greater than eleven thousand square feet are not counted in the averaging.
- c. If the existing average lot size is greater than seven thousand two hundred square feet, then the lot size in the transition area can be no less than seven thousand two hundred square feet.
- d. If the existing average lot size is less than seven thousand two hundred square feet, then the lot size in the transition area can be equal to or greater than the average.
- e. If the subject site shares boundaries with more than one subdivision, the minimum lot size in the transition area shall be based on the average lot sizes along each boundary. When two boundaries meet, the lot size shall be based on the larger of the two boundaries. See example below; and



- f. If the subject site shares a boundary with property zoned other than RA or RSF, then there are no transition requirements along that boundary.
  - g. After the first set of lots in the transition area, lot sizes may be developed to the minimum lot size of the base zone, i.e., four thousand three hundred fifty square feet in the RSF zone.
2. Planned unit developments, combined with a subdivision, may reduce the minimum lot size, lot width, lot depth and frontage requirements in the RA and RSF zones pursuant to SMC 17G.070.030(C)(1), except in the transition area required by subsection (C)(1) of this section.
- D. **Ownership of Multiple Lots.**  
Where more than one adjoining lot is in the same ownership, the ownership may be separated as follows:
1. If all requirements of this chapter will be met after the separation, including lot size, density and parking, the ownership may be separated through either a boundary line adjustment (BLA) or plat, as specified under chapter 17G.080 SMC, Subdivisions.
  2. If one or more of the lots does not meet the lot size standards in this section, the ownership may be separated along the original plat lot lines through a boundary line adjustment (BLA).
- E. **New Development on Standard Lots.** New development on lots that comply with the lot size standards in this section are allowed subject to the development standards and density requirements of the base zone as required under Table 17C.110-3.
- F. **Lot Frontage.** All residential lots shall front onto a public street and meet the minimum lot frontage requirements of Table 17C.110-3. Except, that frontage on a public street is not required for lots created through alternative residential subdivision under SMC 17G.080.065, and lots approved in a planned unit

development or a manufactured home park may have lots or spaces fronting onto private streets, subject to the decision criteria of SMC 17H.010.090.

TABLE 17C.110-3 DEVELOPMENT STANDARDS [1]					
DENSITY STANDARDS					
	RA	RSF & RSF-C	RTF	RMF	RHD
Density - Maximum	4,350 (10 units/acre)	4,350 (10 units/acre)	2,100 (20 units/acre)	1,450 (30 units/acre)	--
Density - Minimum	11,000 (4 units/acre)	11,000 (4 units/acre)	4,350 (10 units/acre)	2,900 (15 units/acre)	2,900 (15 units/acre)
MINIMUM LOT DIMENSIONS LOTS TO BE DEVELOPED WITH:					
Multi-Dwelling Structures or Development					
	RA	RSF & RSF-C	RTF	RMF	RHD
Minimum Lot Area				2,900 sq. ft.	2,900 sq. ft.
Minimum Lot Width				25 ft.	25 ft.
Minimum Lot Depth				70 ft.	70 ft.
Minimum Front Lot Line				25 ft.	25 ft.
Compact Lot Standards [2]					
Minimum Lot Area [3]		3,000 sq. ft.			
Minimum Lot Width		36 ft.			
Minimum Lot Depth		80 ft.			
Minimum Front Lot Line		30 ft.			
Attached Houses <u>as defined in SMC 17A.020.010</u>					
Minimum Lot Area [3]	7,200 sq. ft.	4,350 sq. ft.	1,600 sq. ft.	<del>((1,600))</del> 1,450 sq. ft.	None



Minimum Lot Width	40 ft.	40 ft.	36 ft. or 16 ft. with alley parking and no street curb cut	Same	Same
Minimum Lot Depth	80 ft.	80 ft.	50 ft.	((25 ft.)) <u>None</u>	((25 ft.)) <u>None</u>
Minimum Front Lot Line	40 ft.	40 ft.	Same as lot width	Same as lot width	Same as lot Width
Detached Houses					
Minimum Lot Area [3]	7,200 sq. ft.	4,350 sq. ft.	1,800 sq. ft.	1,800 sq. ft.	None
Minimum Lot Width	40 ft.	40 ft.	36 ft.	25 ft.	25 ft.
Minimum Lot Depth	80 ft.	80 ft.	40 ft.	25 ft.	25 ft.
Minimum Front Lot Line	40 ft.	40 ft.	30 ft.	25 ft.	25 ft.
Duplexes					
Minimum Lot Area			4,200 sq. ft.	2,900 sq. ft.	None
Minimum Lot Width			25 ft.	25 ft.	25 ft.
Minimum Lot Depth			40 ft.	40 ft.	25 ft.
Minimum Front Lot Line			25 ft.	25 ft.	25 ft.
PRIMARY STRUCTURE					
Maximum Building Coverage					
	RA	RSF & RSF-C	RTF	RMF	RHD
Lots 5,000 sq. ft. or larger	40%	2,250 sq. ft. +35% for portion of lot over 5,000 sq. ft.	2,250 sq. ft. +35% for portion of lot over 5,000 sq. ft.	50%	60%
Lots 3,000 - 4,999 sq. ft.	1,500 sq. ft. + 37.5% for portion of lot over 3,000 sq. ft.				
Lots less than 3,000 sq. ft.	50%				

<u>Attached housing as defined in SMC 17A.020.010, lots any size</u>	<u>Same as above</u>			<u>Up to 70%</u>	<u>Up to 80%</u>
Building Height					
Maximum Roof Height (([5]))	35 ft. [5]	35 ft. [5]	35 ft. [5]	35 ft. [6]	35 ft. [6]
Maximum Wall Height	25 ft.	25 ft.	25 ft.	((30 ft.)) = [6]	--
Floor Area Ratio (FAR)					
FAR	0.5	0.5 [4]	0.5 [4]	--	--
Setbacks					
Front Setback [7, 8]	15 ft.				
Side Lot Line Setback – Lot width more than 40 ft.	5 ft.				
Side Lot Line Setback – Lot width 40 ft. or less	3 ft.				
Street Side Lot Line Setback [7]	5 ft.				
Rear Setback [9, 10]	25 ft.	25 ft. [11]	15 ft.	10 ft.	10 ft.
Required Outdoor Area					
Required Outdoor Area for attached and detached houses. Minimum dimension (See SMC 17C.110.223)	250 sq. ft. 12 ft. x 12 ft.	250 sq. ft. 12 ft. x 12 ft.	250 sq. ft. 12 ft. x 12 ft.	200 sq. ft. 10 ft. x 10 ft.	48 sq. ft. 7 ft. x 7 ft.
ACCESSORY STRUCTURES					
	RA	RSF & RSF-C	RTF	RMF	RHD
Maximum Roof Height	30 ft.	20 ft.	20 ft.	35 ft.	35 ft.

Maximum Wall Height	30 ft.	15 ft.	15 ft.	35 ft.	35 ft.
Maximum Coverage [12]	20%	15%	15%	See Primary Structure	See Primary Structure
Front Setback	20 ft.				
Side Lot Line Setback – Lot width 40 ft. or wider [13]	5 ft.				
Side Lot Line Setback – Lot width less than 40 ft. [13]	3 ft.				
Street Side Lot Line [14]	20 ft.				
Rear [13]	5 ft.				
Rear with Alley	0 ft.				

Notes:

-- No requirement

[1] Plan district, overlay zone, or development standards contained in SMC 17C.110.310 through 360 may supersede these standards.

[2] See SMC 17C.110.209, Compact Lot Standards.

[3] For developments two acres or greater, lots created through subdivision in the RA, RSF and the RSF-C zones are subject to the lot size transition requirements of SMC 17C.110.200(C)(1).

[4] In the RSF-C and RTF zones, and sites in the RSF zone qualifying for compact lot development standards, described in SMC 17C.110.209, FAR may be increased to 0.65 for attached housing development only.

[5] No structure located in the rear yard may exceed twenty feet in height.

[6] Base zone height may be modified according to SMC 17C.110.215, Height.

[7] Attached garage or carport entrance on a street is required to be setback twenty feet from the property line.

[8] See SMC 17C.110.220(D)(1), setbacks regarding the use of front yard averaging.

[9] See SMC 17C.110.220(D)(2), setbacks regarding reduction in the rear yard setback.

[10] Attached garages may be built to five feet from the rear property line except, as specified in SMC 17C.110.225(C)(6)(b), but cannot contain any living space.

[11] In the RSF-C zone and sites in the RSF zone qualifying for compact lot development standards, described in SMC 17C.110.209, the rear setback is 15 feet.

[12] Maximum site coverage for accessory structures is counted as part of the maximum site coverage of the base zone.

[13] Setback for a detached accessory structure and a covered accessory structure may be reduced to zero feet with a signed waiver from the neighboring property owner, except, as specified in SMC 17C.110.225(C)(5)(b).

[14] The setback for a covered accessory structure may be reduced to five feet from the property line.

Section 2. That SMC section 17C.110.215 is amended to read as follows:

**17C.110.215            Height**

A.     Purpose.

The height standards promote a reasonable building scale and relationship of one residence to another and they promote privacy for neighboring properties. The standards contained in this section reflect the general building scale and placement of houses in the City's neighborhoods.

B.     Height Standards.

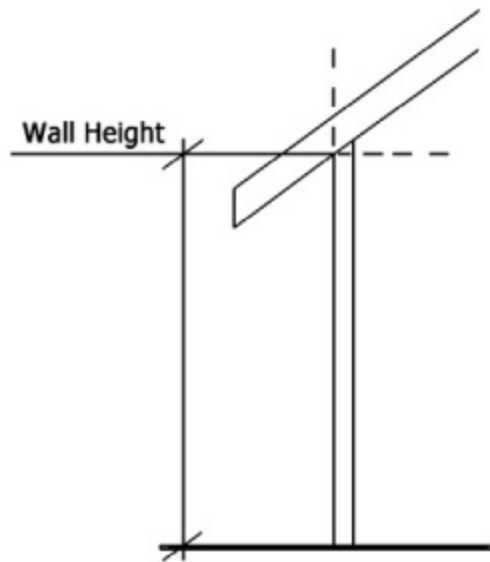
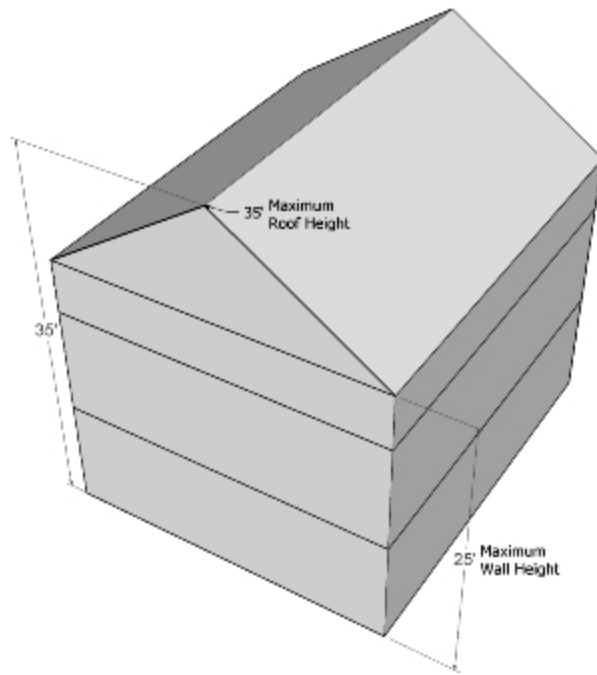
The maximum height standards for all structures are stated in Table 17C.110-3. The building height shall be measured using the following method:

1.     The height shall be measured at the exterior walls of the structure. Measurement shall be taken at each exterior wall from the existing grade or finished grade, whichever is lower, up to a plane essentially parallel to the existing or finished grade. For determining structure height, the exterior wall shall include a plane between the supporting members and between the roof and the ground. The vertical distance between the existing grade, or finished grade, if lower, and the parallel plane above it shall not exceed the maximum height of the zone.
2.     When finished grade is lower than existing grade, in order for an upper portion of an exterior wall to avoid being considered on the same vertical ~~((plan))~~ plane as a lower portion, it must be set back from the lower portion a distance equal to two times the difference between the existing and finished grade on the lower portion of the wall.
3.     Depressions such as window wells, stairwells for exits required by other codes, "barrier free" ramps on grade, and vehicle access driveways into garages shall be disregarded in determining structure height when in combination they comprise less than fifty percent of the facade on which they are located. In such cases, the grade for height measurement purposes shall be a line between the grades on either side of the depression.
4.     No part of the structure, other than those specifically exempted or excepted under the provisions of the zone, shall extend beyond the plan of the maximum height limit.
5.     Underground portions of the structure are not included in height calculations. The height of the structure shall be calculated from the point at which the sides meet the surface of the ground.
6.     For purposes of ~~((measure))~~ measuring building height in residential zones, the following terms shall be interpreted as follows:

- a. "Grade" means the ground surface contour (see also "existing grade" and "finished grade").
- b. "Fill" means material deposited, placed, pushed, pulled or transported to a place other than the place from which it originated.
- c. "Finished grade" means the grade upon completion of the fill or excavation.
- d. "Excavation" means the mechanical removal of earth material.
- e. "Existing grade" means the natural surface contour of a site, including minor adjustments to the surface of the site in preparation for construction.

<b>TABLE 17C.110.215-1 MAXIMUM HEIGHT</b>	
Maximum Wall Height [1]	25 ft.
Maximum Roof Height [2]	35 ft.
[1] The height of the lowest point of the roof structure intersects with the outside plane of the wall. [2] The height of the ridge of the roof. See "Example A" below.	

((G-)) **Example A**



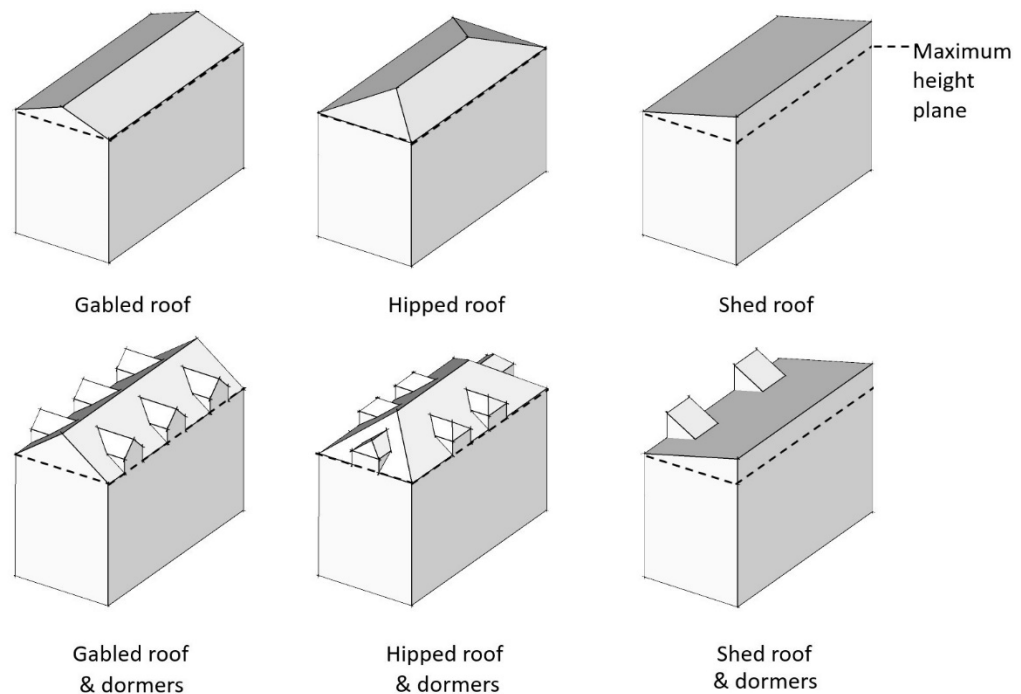
C. Exceptions to the maximum height standard are stated below:

1. Exceptions to the maximum structure height in the RMF and RHD zones are designated on the official zoning map by a dash and a height listed after the zone map symbol (i.e., ((CB)) RHD-150). Changes to the height limits in the RMF and RHD zones require a rezone. Height limits are ((thirty feet,))

thirty-five feet, forty feet, fifty-five feet, seventy feet, or one hundred fifty feet depending on location.

2. In RMF and RHD zones where the maximum structure height is thirty-five feet, pitched roof structures are allowed an additional fifteen feet above the maximum height standard stated in Table 17C.110-3, provided that the roof incorporates all of the following:
  - a. pitched roof forms having slopes between 4:12 and 12:12; and
  - b. a minimum of one roof plane that intersects the maximum height plane (see Figure 17C.110-A for eligible examples); and
  - c. establishes sense of “top” per SMC 17C.110.455.

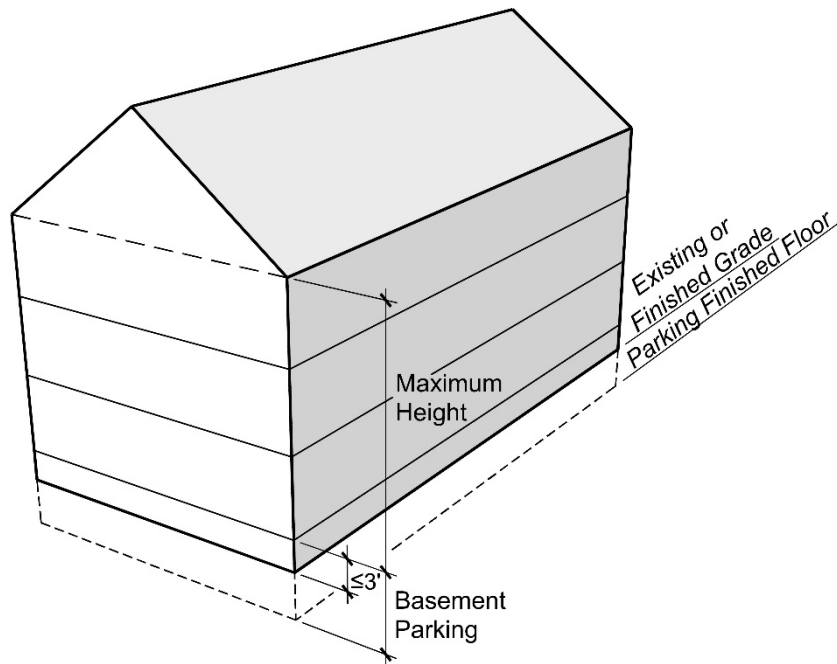
Figure 17C.110-A: Roof Type Examples for Height Exception.



[Note: Add the graphic above.]

3. In the RMF and RHD zones, height does not include up to three feet of the above-grade portions of basement parking, where the elevation of the first residential finished floor is three feet or less above the lowest elevation of the existing grade or finished grade, whichever is lower. See Figure 17C.110-D.

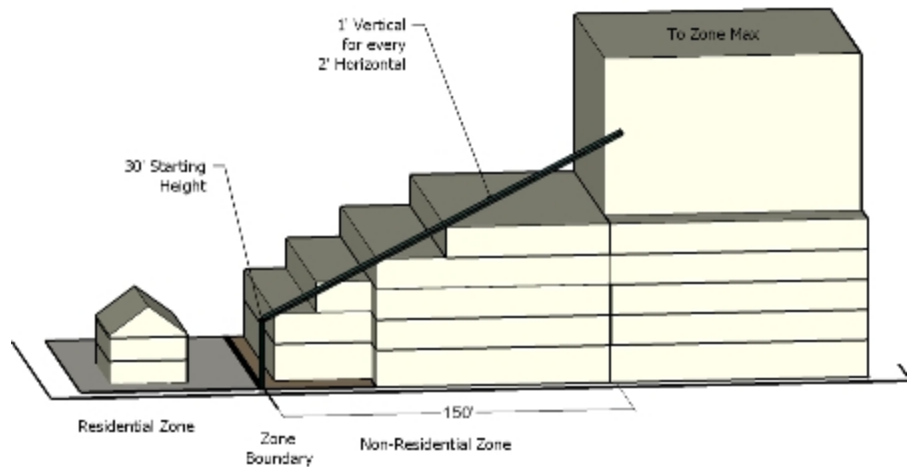
Figure 17C.110-D: Basement Parking Excluded from Height.



[Note: Add the graphic above.]

- ((2)) 4. Buildings and structures over fifty feet in height must follow the design, setback and dimensional standards found in chapter 17C.250 SMC, Tall Building Standards.
- ((3)) 5. Adjacent to Single-family and Two-family Residential Zones.  
To provide a gradual transition and enhance the compatibility between the more intensive commercial zones and adjacent single-family and two-family residential zones:
  - a. for all development within one hundred fifty feet of any single-family or two-family residential zone the maximum building height is as follows:
    - i. Starting at a height of thirty feet ((7)) at the residential zone boundary additional building height may be added at a ratio of one to two (one foot of additional building height for every two feet of additional horizontal distance from the closest single-family or two-family residential zone). The building height transition requirement ends one hundred fifty feet from the single-family or two-family residential zone and then full building height allowed in the zone applies.





6. In the RMF zone within forty feet of a common boundary with a RSF zone, the maximum wall height is thirty feet.

((4)) 7. Projections Allowed.

Chimneys, flagpoles, satellite receiving dishes and other similar items with a width, depth or diameter of three feet or less may extend above the height limit, as long as they do not exceed three feet above the top of the highest point of the roof. If they are greater than three feet in width, depth or diameter, they are subject to the height limit.

8. In addition to the projections allowed under subsection (7) above, in the RMF and RHD zones, the following projections above the roof height are allowed:

a. Parapets and rooftop railings may extend four feet above the height limit.

b. Walls or fences located between individual rooftop decks may extend six feet above the height limit if the wall or fence is set back at least four feet from the edges of the roof.

c. Stairway enclosures that provide rooftop access and cumulatively cover no more than ten percent of the roof area may extend up to ten feet above the height limit, provided that the enclosures are setback at least fifteen feet from all roof edges on street facing facades.

((5)) 9. Farm Buildings.

Farm buildings such as silos, elevators and barns are exempt from the height limit as long as they are set back from all lot lines at least one foot for every foot in height.

((6)) 10. Utility power poles and public safety facilities are exempt from the height limit.

((7)) 11. Radio and television antennas are subject to the height limit of the applicable zoning category.

((8)) 12. Wireless communication support towers are subject to the height requirements of chapter 17C.355A SMC, Wireless Communication Facilities.

((9)) 13. Uses approved as a conditional use may have building features such as a steeple or tower which extends above the height limit of the underlying zone. Such building features must be set back from the side property line adjoining a lot in a residential zone a distance equal to the height of the building feature or one hundred fifty percent of the height limit of the underlying zone, whichever is lower.

D. Special Height Districts.

Special height districts are established to control structure heights under particular circumstances such as preservation of public view or airport approaches. See [chapter 17C.170 SMC](#), Special Height Overlay Districts.

E. Accessory Structures.

The height of any accessory structure located in the rear yard, including those attached to the primary residence, is limited to twenty feet in height, except a detached ADU above a detached accessory structure may be built to twenty-three feet in height.

Section 3. That SMC section 17C.110.310 is amended to read as follows:

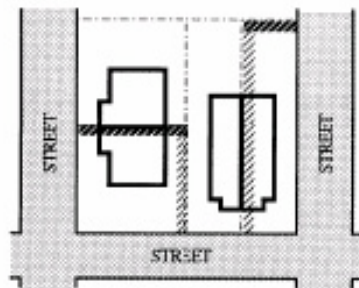
**17C.110.310 Attached Housing, Detached Houses on Lots Less than Forty Feet Wide, and Duplexes**

A. Purpose.

Attached housing, detached houses on narrow lots and duplexes allow for energy-conserving housing and a more efficient use of land. See definition of attached housing under chapter 17A.020 SMC.



- B. Qualifying Situations.  
Sites located in the ((RSF)) RA through the RHD zones. All lots must be under the same ownership or a signed and recorded agreement to participate in an attached housing development must be submitted to the City by all property owners at the time of building permit application.
- C. Lot Development Standards.  
Each house must be on a lot that complies with the lot development standards in the base zone as provided in Table 17C.110-3.
- D. Building Setbacks for Attached Housing.
1. Interior Lots.  
On interior lots, the side building setback on the side containing the common wall is reduced to zero. ~~((The side building setbacks on the side opposite the common wall must be double the side setback standard of the base zone.))~~
  2. Corner Lots.  
On corner lots, either the rear setback or non-street side setback may be reduced to zero. However, the remaining street side lot line setback must comply with the requirements for a standard side or rear setback.



On corner lots, either the rear setback or the nonstreet side setback can be reduced to zero. However, the remaining nonstreet setback must comply with the requirements for a standard rear setback.

————— Rear lot line  
- - - - - Nonstreet side lot line

E. Design Standards.

This section is subject to the provisions of SMC 17C.110.015, Design Standards Administration.

1. A multi-family residential building of three or more units ~~((is))~~ and attached housing in the RMF and RHD zones are subject to the design standards of SMC 17C.110.400 through 17C.110.465.
2. For detached houses on lots forty feet or less wide ~~((and attached housing))~~ and duplexes, where permitted, in the RSF, RSF-C, RTF, RMF and RHD zones, as well as attached housing in the RA, RSF, RSF-C, and RTF zones, the following design standards must be met:
  - a. All street-facing facades must have landscaping along the foundation. There must be at least one three-gallon shrub for every three lineal feet of foundation. (R)
  - b. Sixty percent of the area between the front lot line and the front building line must be landscaped. At a minimum, the required landscaped area must be planted with living ground cover. Up to one-third of the required landscaped area may be for recreational use, or for use by pedestrians. Examples include walkways, play areas, or patios. (R)
  - c. ~~((Generous))~~ Use of planting materials and landscape structures such as trellises, raised beds and fencing to unify the overall site design is encouraged, with plantings consistent with L3 open area landscaping standard of SMC 17C.200.030. (P)
  - d. Front facade.  
Fire escapes, or exterior stairs that provide access to an upper level are not allowed on the front facade of the building. (R)
  - e. Duplexes and attached houses on corner lots ~~((should))~~ shall be designed so each unit is oriented towards a different street. This gives the structure the overall appearance of a house when viewed from either street. (R)
  - f. Detached houses on lots forty feet or less wide and both units of a duplex or attached houses must meet the following standards to ensure that the units have compatible elements. Adjustments to this paragraph are prohibited, but modifications may be requested through a design departure. The standards are:
    - i. Entrances. Each of the units must have its address and main entrance oriented toward a street frontage. Where an existing house is being converted to two units, one main entrance with internal access to both units is allowed. (R)

- ii. Each unit must have a covered, main entry-related porch or stoop area of at least fifty square feet with no dimension less than five feet. (R)
- iii. Buildings must be modulated along the public street at least every thirty feet. Building modulations must step the building wall back or forward at least four feet. (R)
- iv. Reduce the potential impact of new duplex and attached housing development on established and historic neighborhoods by incorporating elements and forms from nearby buildings. This may include reference to architectural details, building massing, proportionality, and use of high-quality materials such as wood, brick, and stone. (P)
- v. Create a human scale streetscape by including vertical and horizontal patterns as expressed by bays, belt lines, doors and windows. (P)
- g. Garages are subject to the garage limitation standards of SMC 17C.110.208(E). (R)
- h. Where off-street parking for two or more dwellings will be developed on abutting lots that are each less than forty feet in width, only one curb cut and sidewalk crossing for each two lots may be permitted, to promote pedestrian-oriented environments along streets, reduce impervious surfaces, and preserve on-street parking and street tree opportunities. (P)

F. Number of Units.

- 1. RA, RSF and RSF-C Zones.  
A maximum of two houses may be with a common wall. Structures made up of three or more attached houses are prohibited unless approved as a planned unit development.
- 2. RTF Zone.  
Up to eight attached houses may have a common wall. Structures made up of nine or more attached houses are prohibited unless approved as a planned unit development.
- 3. RMF and RHD zones.  
There is no limit to the number of attached houses that may have common walls.

Section 4. That SMC section 17C.110.360 is amended to read as follows:

## **17C.110.360            Pocket Residential Development**

### **A.     Purpose.**

The purpose of the pocket residential development is to:

1.     Encourage greater efficiency of land use by allowing compact infill development on aggregate sites.
2.     Stimulate new housing that is compatible in scale and character to established surrounding residential areas.
3.     Produce a broader range of building forms for residential development.
4.     Expand opportunities for affordable home ownership.
5.     Promote high quality housing of a character compatible with existing neighborhoods.
6.     Encourage adequate, usable open space.

### **B.     Applicability.**

Pocket residential development is permitted within the RSF, RSF-C, RTF, RMF, RHD, O, OR, CC, NR, CB, and GC zones.

### **C.     Application Procedure.**

Pocket residential development is allowed outright with a building permit. When pocket residential development involves subdivision of land, the application shall be processed in accordance with the procedures of chapter 17G.080 SMC, Subdivisions.

### **D.     Basic Development Standards.**

1.     **Maximum Building Height.**  
The maximum height of structures within a pocket residential development is as allowed in the underlying zone.
2.     **Maximum Building Coverage.**  
The maximum building coverage of the aggregate buildings located upon the parent site shall not exceed the maximum building coverage permitted by the underlying zone. Maximum building coverage is not limited in the O, OR, CC, NR, CB, and GC zones.
3.     **Setbacks.**  
Setbacks in a pocket residential development are measured from the exterior boundary of the parent site. The following setbacks are required except in commercial and center and corridor zones where the setbacks are as required in the underlying zoning district.

- a. Front Setback.  
The front yard requirement for the parent site shall be fifteen feet except as allowed under the front yard averaging provisions of SMC 17C.110.220(D)(1).
  - b. Side Setback, Abutting a Residential Zoning District.  
If the side yard of the site is adjacent to other residentially zoned property the side yard shall be a minimum of five feet.
  - c. Side Setback, Interior to Parent Site.  
If platted, the side yard, interior to the parent site, may be zero, provided, however, that any structure located upon a lot created under SMC 17G.080.065 shall comply with applicable building and fire code and the setbacks applicable to the underlying site development plan.
  - d. Side Setback, Street.  
The street side yard requirement for the parent site shall be a minimum of five feet.
  - e. Rear Setback of the Parent Site.  
Twenty-five feet or as required in the underlying zoning district.
4. Minimum and Maximum Parent Site Size:
- a. The minimum parent site size for a pocket residential development is as follows:
    - i. RSF and RSF-C zone: Eight thousand seven hundred square feet.
    - ii. RTF zone: Four thousand two hundred square feet.
    - iii. RMF, RHD zones: Two thousand nine hundred square feet.
    - iv. O, OR, CC, NR, CB, and GC zones: No minimum parent site size.
  - b. The maximum parent site size for a pocket residential development is as follows:
    - i. RSF, RSF-C, and RTF zones: One and a half acres. Pocket residential developments in the RSF, RSF-C, and RTF zones over one and a half acres must be approved as a planned unit development.

ii. RMF, RHD, O, OR, CC, NR, CB, and GC zones: No maximum parent site size.

5. Density.  
The maximum density allowed in a pocket residential development is limited to that allowed in the underlying zoning district in which the parent site is located, except as permitted by SMC 17C.110.330(C) for transitional sites.
6. Frontage and Access.  
Frontage on a public street is not required for lots created in a pocket residential development. Private streets or private access may be used to provide lot frontage when a private street or private access is approved in accordance with chapter 17H.010 SMC. The parent site shall have frontage on a public street sufficient for adequate access and utilities.
7. Parking.  
The minimum required off-street parking for a pocket residential development shall comply with the required parking standards of the underlying zone for residential uses in chapter 17C.230 SMC Parking and Loading.
8. Required Outdoor Area.  
Pocket residential developments shall comply with the required outdoor area standards of the underlying zone in accordance with SMC 17C.110.223 and Table 17C.110-3 Development Standards. Common outdoor areas designated to meet this requirement will be permanently maintained by the owner or an appropriate property management entity, if under singular ownership. ~~((In the event that the development is subdivided or condominium platted, a homeowners' association is required to be created for the maintenance of the common open space within the development.))~~ This requirement shall be included in deed restrictions as required in SMC 17G.080.065(D).
9. Permitted Housing Types.  
The housing types allowed in a pocket residential development are those allowed in the underlying zone in accordance with Table 17C.110-2.
10. Lot Size.  
There is no minimum lot size for lots created within a pocket residential development.

E. Design Standards.

This section is subject to the provisions of SMC 17C.110.015, Design Standards Administration. A multi-family residential building of three or more units and attached housing in the RMF and RHD zones are subject to the design standards of SMC 17C.110.400 through 17C.110.470.



1. Ground Level Access.

In order to create the appearance of individual homes, rather than apartments, each attached dwelling unit shall have its own individual access from grade. Stacked units are permitted to have one main entrance with an internal stair accessed from grade to internal individual unit entrances.

*Individual Access from Grade*



*Example of Individual Access for Each Unit*



*Example of Individual Access with Shared Open Space*



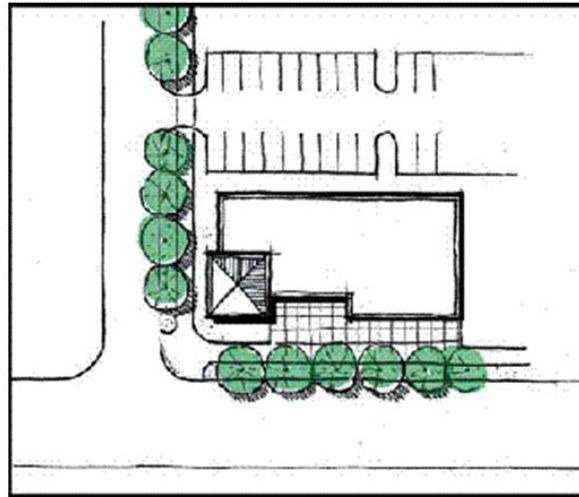
2. Parking Lots.

To ensure that parking is as unobtrusive as possible the following standards must be met:

a. Alley Access.

If the development abuts an alley, parking must be accessed from the alley.

*Example of Surface Parking Accessed from Alley*



- b. Screening: Surface parking lots shall be screened both from the street and adjacent residential development by landscape type L2 see-through buffer in SMC 17C.200.030, Landscape Types. Decorative walls or fences no more than forty-two inches in height may be used in lieu of shrubs. Parking is not allowed in a required front yard setback area.

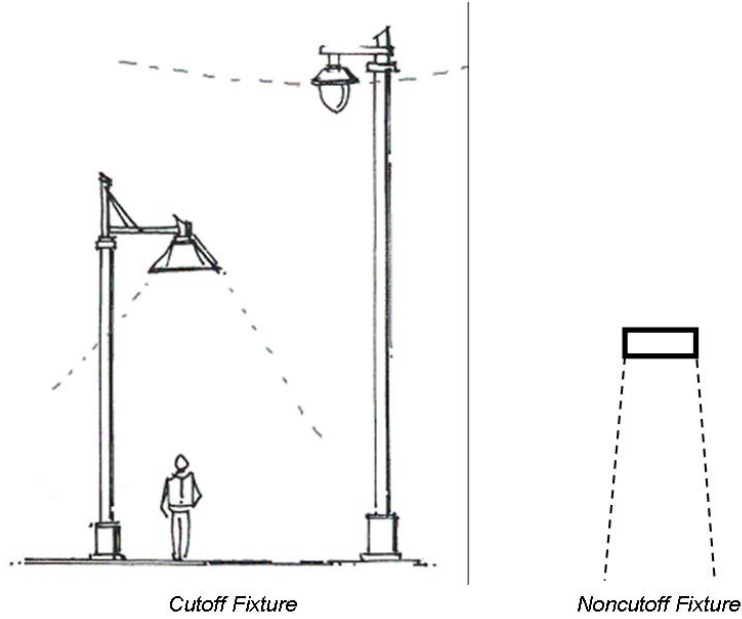
*Planting Material Screen*



*Example of Surface Parking Screened from Street*

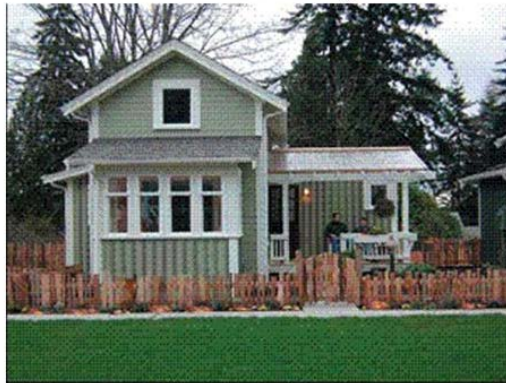


- c. Paving: All surface parking shall be improved in accordance with the standards of SMC 17C.230.140.
- 3. Lighting.  
To diminish the amount of glare and spillover from lighting, the following standards shall apply:
  - a. Intensity: Exterior lighting fixtures shall not exceed one foot-candle in intensity.
  - b. Cutoffs Required: Lighting fixtures shall comply with the standards of SMC 17C.220.080



4. Fencing: To ensure a residential atmosphere, fencing higher than forty two inches shall not be permitted along any street frontage.

*Residential Fencing*



*Residential Fence Along Street Frontage No Higher than 42 inches*



5. Residential Building Design.

This section is subject to the provisions of SMC 17C.110.015, Design Standards Administration. For pocket residential development, the following design standards must be met:

- a. All street-facing facades must have landscaping along the foundation. There must be at least one three-gallon shrub for every three lineal feet of foundation. (R)
- b. Sixty percent of the area between the front lot line and the front building line must be landscaped. At a minimum, the required landscaped area must be planted with living ground cover. Up to one-third of the required landscaped area may be for recreational use, or for use by pedestrians. Examples include walkways, play areas, or patios. (R)
- c. Use of planting materials and landscape structures such as trellises, raised beds and fencing to unify the overall site design is encouraged, with plantings consistent with L3 open area landscaping standard of SMC 17C.200.030.(P)
- d. Front facade. Fire escapes, or exterior stairs that provide access to an upper level are not allowed on the front facade of the building. (R)
- e. Duplexes and attached houses on corner lots shall be designed so each unit is oriented towards a different street. This gives the structure the overall appearance of a house when viewed from either street. (R)
- f. All units must meet the following standards. Adjustments to this paragraph are prohibited, but modifications may be requested through a design departure. The standards are:
  - i. Entrances. Each of the units fronting on the street must have its address, windows, and main entrance oriented toward a street frontage. Units that are on the interior of a parent site may be oriented toward a private access or shared open space. Where an existing house is being converted to two units, one main entrance with internal access to both units is allowed. (R)
  - ii. Each unit must have a covered, main entry-related porch or stoop area of at least fifty square feet with no dimension less than five feet. (R)
  - iii. Attached units must be modulated along the public street at least every thirty feet. Building modulations must step the building wall back or forward at least four feet. (R)

- iv. Reduce the potential impact of new Pocket Residential Development on established and historic neighborhoods by incorporating elements and forms from nearby buildings. This may include reference to architectural details, building massing, proportionality, and use of high-quality materials such as wood, brick, and stone. (P)
- v. Create a human scale streetscape by including vertical and horizontal patterns as expressed by bays, belt lines, doors and windows. (P)

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**BRIEFING PAPER**  
**City of Spokane**  
**Infill Development Code Revisions**  
**December 17, 2018**

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**Subject:** Infill Code Amendments for Attached Houses and Multifamily Zones

**Background**

In 2016, the Infill Development Steering Committee called for a review and potential regulatory update of development standards to support attached housing and more efficient use of land. The proposed changes align with [Comprehensive Plan](#) policies to allow more compact and affordable housing while ensuring that infill and redevelopment projects are well-designed and compatible with their surroundings (LU 2.2, LU 3.6, LU 5.5). The [Strategic Plan's](#) Urban Experience Initiative encourages high-quality and diverse residential investment, strengthening residential character, and encouraging adequate usable open space.

**Impact**

The text amendments proposed would make changes to lot area and depth, building coverage, building height, design standards, and minimum parking requirements that are favorable to the development of attached housing (such as townhouses on separate lots) and multifamily development in higher-density residential zones. The proposals described may encourage development of more separately owned attached homes in RMF and RHD zones, as opposed to multifamily development. The number of housing units per acre designated by the Comprehensive Plan would not be changed by these proposals.

The Plan Commission held workshops and hearings on the proposal and voted on November 28, 2018, to recommend that the City Council approve the proposal.

**Action**

The City Council will consider the Plan Commission's recommendation and hold a public hearing. Following the hearing, the City Council will take action on the proposal under [SMC 17G.025.010](#)(H).

Attached items in this packet in addition to the proposed ordinances include:

- Plan Commission Findings, Conclusions and Recommendation
- City of Spokane Planning Staff Report
- Public Outreach Summary
- SEPA Determination and Checklist
- Public Comments Received



**Spokane City Plan Commission**  
**Findings of Fact, Conclusions, and Recommendation**  
**Proposed Text Amendment to Spokane Municipal Code Chapters 17C.110,**  
**17C.230, and 17G.080**

**A recommendation from the City Plan Commission to the City Council to APPROVE proposed amendments to the Development Code. The proposal is related to dimensional standards for attached housing and multifamily development in residential zones, amending Spokane Municipal Code (SMC) 17C.110.200, 17C.110.215, 17C.110.310, 17C.110.360, 17C.230.100, 17C.230.130, 17C.230.140, and 17G.080.065.**

**Findings of Fact:**

- A. The City of Spokane's Comprehensive Plan encourages the efficient use of land in proximity to Centers and Corridors designated on the Land Use Plan Map (Goal LU 3), provides minimum and maximum residential densities (Land Use Chapter, Section 3.4), and provides opportunities for a variety of housing types that are safe and affordable for all income levels (Goal H1).
- B. City of Spokane Comprehensive Plan, Land Use Chapter, Policy LU 2.2, Performance Standards, states: *Employ performance and design standards with sufficient flexibility and appropriate incentives to ensure that development is compatible with surrounding land uses.*
- C. City of Spokane Comprehensive Plan, Land Use Chapter, Policy LU 3.1, Coordinated and Efficient Land Use, states: *Encourage coordinated and efficient growth and development through infrastructure financing and construction programs, tax and regulatory incentives, and by focusing growth in areas where adequate services and facilities exist or can be economically extended.*
- D. City of Spokane Comprehensive Plan, Land Use Chapter, Goal LU 5, Development Character, states: *Promote development in a manner that is attractive, complementary, and compatible with other land uses.*
- E. City of Spokane Comprehensive Plan, Land Use Chapter, Policy LU 7.1, Regulatory Structure, states: *Develop a land use regulatory structure that utilizes a variety of mechanisms to promote development that provides a public benefit.*
- F. City of Spokane Comprehensive Plan, Transportation Chapter, Goal TR 18, Parking, states: *Develop and administer vehicle parking policies that appropriately manage the demand for parking based upon the urban context desired.*
- G. City of Spokane Comprehensive Plan, Housing Chapter, Policy H 1.18, Distribution of Housing Options, states: *Promote a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels and special needs.*
- H. City of Spokane Comprehensive Plan, Urban Design and Historic Preservation Chapter, Policy DP 2.12, Infill Development states: *Encourage infill construction and*



*area redevelopment that complement and reinforce positive commercial and residential character.*

- I. According to the Washington Commerce Department's 2015 Housing Needs Assessment, more than 24,000 of homeowner households at every income level assessed in the Spokane Urbanized Area paid more than 30 percent of their income on housing, a status defined as "cost-burdened." More than 28,000 renter households were also cost-burdened. Together these represented a third of the total number of households. Only 43 percent of households earning less than \$31,500 (50% of area median income) had access to affordable and available housing.
- J. According to American Community Survey ("ACS") 1-year estimates, rental vacancies in Spokane County in 2017 were at the lowest level for at least 13 years, at 2.4 percent, falling from a high of 8 percent in 2011. The city of Spokane's rental vacancy rate also reached a 13-year low of 2.4 percent in 2017, which was down from a high of 9.7 percent in 2009 for that period.
- K. According to 2012-2016 ACS 5-year estimates, more than 10 percent of all households in the city of Spokane had no vehicle, while 36 percent of households in the city had one vehicle. More than 9 percent of all households were renter-occupied with no vehicle.
- L. In 2016, a Plan Commission subcommittee ("committee") was formed to identify local issues and develop strategies to overcome obstacles to infill development that would enable and promote high-quality development on vacant land. During a public engagement process that solicited community input, the committee learned of interest in construction of attached housing, such as townhouses, and identified potential barriers that are making it difficult or impossible to achieve the densities and housing options envisioned in the Comprehensive Plan.
- M. The committee prepared a series of recommendations that included proposed regulatory changes, including amendments to update dimensional and other standards such as smaller lot sizes to support attached housing and more efficient use of land (SMC 17C.110.200). The Spokane City Council adopted Resolution 2016-94 on November 21, 2016, recognizing the committee's summary report and recommendation as a guide for future program development and potential regulatory implementation measures.
- N. In January 2018, the City Council adopted, and in February 2018, the Mayor signed Ordinance C35575, which carried out committee recommendations related to lower-density residential zones by providing alternative residential development standards in those areas.
- O. On March 14, April 11, April 25, May 9, September 12, September 26, October 10, and October 24, 2018, the Spokane City Plan Commission held workshops to study the separate proposed amendments to SMC Title 17 regarding primarily higher-density residential zones.
- P. Public open houses were held May 3 and May 9, 2018, at West Central Community Center and Spokane City Hall, seeking public feedback on the proposal to amend chapters 17C.110 and 17C.230. The City provided notice of the open house meeting

by advertising on its website and via email notice to neighborhood councils and interested parties.

- Q. On May 18, 2018, pursuant to RCW 36.70A.106, the City notified the Washington Department of Commerce of its intent to adopt proposed changes to SMC Title 17. On May 23, 2018, the City received an acknowledgement letter from the Department of Commerce.
- R. On June 27, 2018, the responsible official issued a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance for the proposed amendments to chapters 17C.110 and 17C.230 SMC. The public comment period for the SEPA determination ended on July 11, 2018.
- S. On July 4, 2018, the City caused notice of the proposed amendments to chapters 17C.110 and 17C.230 SMC and announcement of the Plan Commission's July 11, 2018 hearing to be published in the City's Official Gazette. The Notice and announcement was also published in the Spokesman-Review on June 27 and July 4, 2018.
- T. On July 11, 2018, the City Plan Commission held a public hearing on the proposed amendments, where the Plan Commission heard testimony from the public. During the hearing, the Plan Commission entertained a number of proposals to amend the draft regulations. The Plan Commission voted to consider several of the amendments and asked staff to research regarding the proposed amendments and their impacts. The Plan Commission continued the hearing to November 14, 2018, for the purposes of allowing additional public comment and testimony on the proposed amendments.
- U. On October 31, 2018, the responsible official issued an amended SEPA Checklist and Revised Determination of Non-Significance for the proposed amendments to chapters 17C.110, 17C.230, and 17G.080 SMC. The public comment period for the SEPA determination ended on November 14, 2018.
- V. On November 7, 2018, the City caused notice of the additional proposed amendments to chapters 17C.110, 17C.230, and 17G.080 SMC and announcement of the November 14 continued hearing to be published in the City's Official Gazette. The Notice and announcement was also published in the Spokesman-Review on October 31 and November 7, 2018.
- W. Prior to the continued Plan Commission hearing on November 14, 2018, staff prepared a report providing staff's analysis of the proposed amendments, copies of which were circulated to the Commissioners.
- X. On November 14, 2018, the City Plan Commission held a continued public hearing on the proposed amendments, where the Plan Commission heard testimony. Deliberations were continued to the Commission's November 28, 2018 meeting.
- Y. As a result of the City's efforts, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.

- Z. During deliberations, the Plan Commission considered the proposed text amendments using the criteria set forth in SMC 17G.025.010.
- AA. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Staff Report prepared for the amendments.
1. With respect to maximum building coverage, the Plan Commission finds that it is necessary to increase the standards in SMC Table 17C.110-3 for all attached housing development from 50 percent to up to 70 percent for lots in RMF, and from 60 percent to up to 80 percent for lots in RHD.
  2. With respect to maximum wall height, the Plan Commission finds that the existing standard should be maintained in the RMF zone within 40 feet of a common boundary with a RSF zone, and that SMC 17C.110.200 and 17C.110.215 should be amended to continue the existing maximum wall height regulation of 30 feet in those locations.
  3. With respect to roof forms and maximum roof height, the Plan Commission finds that the exception to allow limited height exceptions above the roof height in RMF and RHD-35 zones of 15 feet for pitched roofs should include other roof types in addition to gabled and hipped roofs, as long as a minimum of one roof plane intersects the maximum height plane (such as for shed roofs), and that draft changes for SMC 17C.110.215 should be amended to allow those roof types and establish a sense of “top” per SMC 17C.110.455 (multi-family design standards).
  4. With respect to maximum roof height, the Plan Commission finds that new exceptions should be added in SMC 17C.110.215 to allow limited projections for parapets, railings, and fences and walls in the RMF and RHD zones to extend above the height limit.
  5. With respect to minimum parking requirements for attached housing development, the Plan Commission finds that the 30- and 50-percent parking reductions proposed for the RMF and RHD zones in SMC 17C.230.130 are necessary to add additional housing units and remove an impediment to development.
- BB. There is an immediate need in the city of Spokane for housing, particularly affordable housing. The Plan Commission heard testimony that the requirement for off-street parking increases the cost of development, making it an impediment to providing affordable housing. The proposed amendments will remove an impediment to providing affordable housing by reducing parking requirements to create opportunities for development that achieves the Residential 15-30 and Residential 15+ densities envisioned for these areas in the Comprehensive Plan.
- CC. The proposed amendments respond to looming crises due to the number of houses that need to be constructed, while creating additional opportunities to compatibly increase affordable housing and respond to demands of citizens of every income level experiencing a shortage of housing, as indicated by comments received and the historic low vacancy rates.

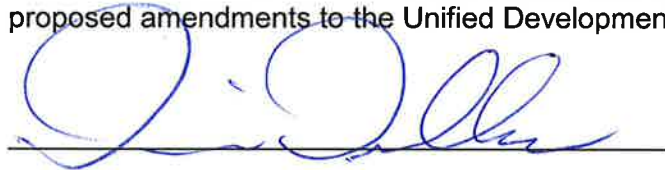
**Conclusions:**

With regard as to whether the proposed amendments to chapters 17C.110, 17C.230, and 17G.080 SMC, as amended, meet the approval criteria of SMC 17G.025.010(G) for text amendments to the Development Code, the Plan Commission concludes:

1. The proposed amendments are consistent with the applicable provisions of the City's Comprehensive Plan.
2. The proposed amendments bear a substantial relation to public health, safety, welfare, and protection of the environment.

**Recommendation:**

By a vote of 8 to 0, the Plan Commission recommends to the City Council APPROVAL of the proposed amendments to the Unified Development Code, with changes as deliberated.



**Dennis Dellwo, President  
Spokane Plan Commission**

**December 12, 2018**

**STAFF REPORT ON UNIFIED DEVELOPMENT CODE**  
**TEXT AMENDMENT**  
**DIMENSION/TRANSITION STANDARDS FOR MULTIFAMILY ZONES**

**A. SUMMARY OF REQUEST AND RECOMMENDATIONS:**

**DESCRIPTION OF PROPOSAL:** This proposal is a second phase in a series of code changes recommended by the infill development steering committee in 2016 (draft proposal Exhibit A). This proposal relates to development regulations and attached housing standards in zones that allow residential uses, primarily multifamily zones, and sites adjacent to residential zones (see map – Exhibit B).

The City Plan Commission opened a public hearing on July 11, 2018, and continued the hearing to November 14, 2018, in order to consider additional changes proposed in public comments. These additional changes are summarized as items 1 through 7 in a July 11 [briefing paper](#) (Exhibit C). The additions considered concerned height increases and reduced regulation of lot layout and minimum parking requirements for development of attached single-family houses in the higher-density zones. The specific sections affected are summarized below.

**STAFF RECOMMENDATION:** Staff recommends PARTIAL APPROVAL of the draft proposal Exhibit B, with recommendations to not approve certain changes to SMC 17C.110.200 and 17C.230.130.

- For details and analysis of the consistency with comprehensive plan and Spokane Municipal Code criteria for amendments to the Unified Development Code, see Section E of this report below.

Recommendations are summarized next to each draft change proposed below, with draft changes suggested in public testimony received (including those received at the July 11 hearing) shown in shaded cells below:

SMC Section/Change Proposed		Staff Recommendation
17C.110.200	Remove the wall height, currently 30 feet, leaving only the roof height of 35 feet for primary buildings in the RMF zone	<b>Approve</b> removal of 30-foot wall height
17C.110.200	Eliminate minimum lot area of 1,600 sq. ft. for attached houses in the RMF zone <ul style="list-style-type: none"> <li>▪ <i>Note: Corresponds with item #3 from July 11, 2018, hearing briefing paper</i></li> </ul>	<b>Proposed alternative: change to 1,450 sq. ft.</b> Eliminating minimum area is unnecessary to achieve development objective and inconsistent with Policy LU 3.7. See Section (E)(1-2) of this report, below
17C.110.200	Eliminate lot depth for attached houses in the RMF zone <ul style="list-style-type: none"> <li>▪ <i>Note: Corresponds with item #4 from July 11, 2018, hearing briefing paper</i></li> </ul>	<b>Approve</b> elimination of lot depth
17C.110.200	Add new building coverage standards for individual lots to apply to the whole development for attached houses in all residential zones <ul style="list-style-type: none"> <li>▪ <i>Note: Corresponds with item #5 from July 11, 2018, hearing briefing paper</i></li> </ul>	<b>Do not approve:</b> the text is unnecessary to achieve development objective and uncoordinated with other requirements that limit building coverage. See Section (E)(1-2) of this report, below.

SMC Section/Change Proposed	Staff Recommendation
17C.110.215 Adopt limited height exceptions above the roof height in RMF and RHD-35 zones of 15 ft. for pitched roofs (up to 50 ft. at roof ridge) <b>and</b> 3 ft. for partially above-grade parking	<b>Approve</b> height exceptions
17C.110.310 Reduce side lot line setbacks for attached houses and combine curb cuts for some housing types on narrow lots in all residential zones	<b>Approve</b> changes to side lot line setbacks and curb cut locations
17C.110.310 and 17C.110.360 Apply multifamily design standards of SMC 17C.110.400 through .465 to attached housing in the RMF and RHD zones ▪ <i>Note: Corresponds with item #6 from July 11, 2018, hearing briefing paper</i>	<b>Approve</b> multifamily design standards for attached housing in RMF, RHD
17C.110.360 Change the maximum size for Pocket Residential Development in higher-density zones without requiring a PUD	<b>Approve</b> change
17C.110.360 Change homeowners' association requirements in all locations	<b>Approve</b> change
17C.230.100 Specify whole number rounding for parking calculations	<b>Approve</b> change
17C.230.130 Introduce new parking exceptions for attached housing only in RMF and RHD zones, of 30-50 percent reduction depending on proximity to centers ▪ <i>Note: Corresponds with item #7 from July 11, 2018, hearing briefing paper</i>	<b>Proposed alternative: adopt the 1:1,000 sq. ft. calculation available to Centers, nearby areas only.</b> Existing reductions and exceptions are adequate; proposal conflicts with existing neighborhoods. See Section (E)(1-2) of this report, below.
17C.230.140 Reduce some parking area setbacks on sites that abut residential zones	<b>Approve</b> changes
17G.080.065 Make corresponding changes to design standards and homeowners' association requirements in alternative residential subdivisions ▪ <i>Note: Corresponds with item #6 from July 11, 2018, hearing briefing paper</i>	<b>Approve</b> changes

**Note: Exhibits are attached to this report. Citizen comment letters and department comments are included in the file and available online at:**

- [static.spokanecity.org/documents/projects/infill-housing-strategies-infill-development/2018-11-08-comments-infill-compressed.pdf](http://static.spokanecity.org/documents/projects/infill-housing-strategies-infill-development/2018-11-08-comments-infill-compressed.pdf)

Changes to *minimum lot width* and *front lot line* for attached houses with a street curb cut (no alley parking), proposed originally, and were removed from this proposal, following public testimony, plan commission workshops, and difficulty providing on-street parking at reduced lot dimensions.

**B. GENERAL INFORMATION:**

Staff Contact:	Nathan Gwinn, Asst. Planner, 808 W. Spokane Blvd., Spokane, WA 99201, Phone: (509) 625-6893 <a href="mailto:ngwinn@spokanecity.org">ngwinn@spokanecity.org</a>
Applicant:	City of Spokane Planning
Location of Proposal:	Citywide
Zoning/Land Use Plan Designation:	Varies: primarily residential zones (RA, RSF, RTF, RMF, RHD) and residential land use plan map designations, and adjacent sites.
SEPA Status:	A SEPA threshold Revised Determination of Nonsignificance (DNS) was issued on Oct. 31, 2018.
Enabling Procedure:	SMC 17G. 025, Unified Development Code Amendment Procedure
Plan Commission Hearing Dates:	July 11, 2018 continued to November 14, 2018

**C. BACKGROUND INFORMATION:**

1. **Site Description:** The several locations affected are shown on the map of zoning districts in Exhibit B.
2. **Project Description:** Development Code text amendments for dimension and transition standards for attached houses and multifamily zones.
3. **Existing and Proposed Text:** Exhibit A attached to the proposed Ordinance contains the proposed edits in “line in/line out” format, with text to be added indicated by underlining, and text to be deleted indicated with ~~strikeouts~~.
4. **Applicable Municipal Code Regulations:** SMC 17G.025, Unified Development Code Amendment Procedures.
5. **Procedural Requirements:**
  - Notice of intent to adopt text amendments emailed to contact list on April 25, 2018;
  - Request for comments for SEPA review sent to agencies, and 60-day notice of intent to adopt text amendments sent to Washington Commerce Department, on May 18, 2018;
  - SEPA threshold determination issued June 27, 2018; revised threshold determination issued Oct. 31, 2018;
  - Notice of Plan Commission Public Hearing was posted, published, and mailed June 27, 2018, and Oct. 31, 2018;
  - Notice of Public Hearing was published in the Spokesman Review on June 27, July 4, October 31, and November 7, 2018;
  - Plan Commission Public Hearing convened July 11, 2018, continued date is scheduled for November 14, 2018.

**D. AGENCY, INTERESTED DEPARTMENT, AND PUBLIC COMMENTS:**

Notice of this proposal was sent to City departments and outside agencies for their review. Department comments are included in the file.

**E. REVIEW CRITERIA:**

SMC 17G.025.010 provides the criteria for decisions on amendments to the unified development code. The following is a list of considerations used by the plan commission and city council in determining whether a criterion for approval has been met. Following the review criteria is an analysis of the consistency of the proposal with the review criteria.

**SMC 17G.025.010 Approval Criteria**

The City may approve amendments to this code if it finds that:

1. The proposed amendment is consistent with the applicable provisions of the comprehensive plan; and

Staff comment: Except for proposed changes to 17C.110.200 related to minimum lot area and building coverage, and 17C.230.130 related to parking exceptions, staff advises that most changes proposed are consistent with the especially relevant Comprehensive Plan Goals and Policies listed below on pages 6-9 of this report.

One overall objective of this update is to remove current impediments in the code to achieving the densities envisioned by the comprehensive plan. For the RMF and RHD zones, which implement the Residential 15-30 and Residential 15+ residential designations of the comprehensive plan, these amendments are needed to facilitate achieving those densities through the additional flexibility for building height and site layout for various forms of housing development.

- Primary Building Height - SMC 17C.110.200, Table 17C.110-3; SMC 17C.110.215  
Staff advises that the proposed height exceptions in SMC 17C.110.215 developed by the Plan Commission in workshops in 2018 are sufficient to allow three full stories and partially underground parking in all RMF and RHD-35 zones, with pitched roof forms for taller buildings, consistent with policies such as LU 5.5 Compatible Development, and DP 1.2 New Development in Established Neighborhoods.

Staff advises that it would be inconsistent to include additional height on a citywide basis for the primary structure in RMF and RHD-35 zones—to 50 feet for all roof types—as proposed in public comments, and that further review of proposals for increased height pursuant to subarea plans or rezone would be needed to complement existing neighborhoods and maintain consistency with policies LU 5.5 and DP 1.2.

- Minimum Lot Area and Maximum Building Coverage - SMC 17C.110.200, Table 17C.110-3  
The changes proposed to eliminate minimum lot area in the RMF zone (part of the “Option 2” changes to the table), where there is established a maximum density of 30 dwellings per acre, are inconsistent with Policy LU 3.7 Minimum and Maximum Lot Sizes. Meanwhile, the existing 1,600 sq. ft. minimum for attached houses only allows up to 27 dwelling units per acre of land, falling short of the designated range Residential 15-30.



Therefore, instead of eliminating lot area, staff advises that the minimum lot area should not be eliminated, and instead, the lot area should be reduced from 1,600 sq. ft. to 1,450 sq. ft. for attached houses in Table 17C.110-3 to accommodate expectations for developments outside a Pocket Residential Development or Alternative Residential Subdivision. This smaller change would maintain consistency with LU 3.7.

While staff advises against eliminating the lot size and building coverage text changes to the table, as proposed under Option 2, the same development objective can be achieved under existing code, through a Pocket Residential Development (See SMC 17C.110.360 (D)(10): “There is no minimum lot size for lots created within a pocket residential development;” and SMC 17G.080.065(D)(3): “Each lot’s area and width for purposes of subdivision may be as small as the footprint of the individual dwelling unit.”)

The City balances efficient land use policies such as LU 3.6 3.6 Compact Residential Patterns with standards to implement policies such as NE 4.3 Impervious Surface Reduction. The changes to add building coverage text to the table (also part of the Option 2 text) may cause expectations of additional impervious surface and could result in confusion as pieces of attached housing are redeveloped over time.

Existing text in the code anticipates this need and provides for building coverage to be tracked over time. The Alternative Residential Subdivision regulations require a plat note to acknowledge potential limitations on development as a result of application of development standards on the parent site under SMC 17G.080.065(D)(8).

Given the ability to achieve full building coverage on individual lots under SMC 17G.080.065(D)(3), there is no need to state the same in the development table and insert greater uncertainty about successive developments exceeding the building coverage, and staff advises not adding the Option 2 text to Table 17C.110-3.

- Parking Exceptions - SMC 17C.230.130

The new parking exceptions for attached housing in the RMF and RHD zones, which were not part of the original proposal, are inconsistent in some residential areas with respect to LU 1.4 Higher Density Residential Uses, TR 18 Parking, and DP 1.2 New Development in Established Neighborhoods. Conflicts between existing development and capacity to absorb new development will create problems if the current levels of parking for new development are changed.

For example, areas zoned RHD such as Browne’s Addition and West Central recognize areas with established multifamily development and a context that is expected to continue. Other areas farther from the downtown core are less developed and do not already rely upon on-street parking for established development. Some areas of the city are platted with alleys and some areas are not.

In its recognition of urban context and key actions, Policy TR 18 Parking suggests a future, broader review of parking or parking reductions for specific areas with supportive data. Policies also direct incentives to Centers, such as parking reductions, rather than to the RMF and RHD zones, which under the proposal would see greater parking reductions than those priority growth areas. Staff advises that for the meantime, the existing code provides sufficient reductions to parking, with mechanisms in place to allow an applicant to seek a reduction in off-street parking,

such as counting qualifying on-street parking adjacent to the site (SMC 17C.230.100[G]), and receiving a reduction when frequent transit is adjacent (SMC 17C.230.130[C]).

However, a previously discussed alternative maintains consistency with Comprehensive Plan policy by ensuring proximity to Centers for the parking reduction incentive (see Goal LU 1 Citywide Land Use and LU 3 Efficient Land Use), while also tying the reduction directly to the size of the home by allowing the option of one stall per 1,000 gross square feet of floor area (Table 17C.230-1). This version was labeled “Option 1” for those workshops.

If some reduction is necessary to help incentivize construction of attached housing, staff suggests replacing the text in the draft of SMC 17C.230.130 with the text previously discussed in the October 10 and October 24 workshops, which would allow developments to use the same calculation as development with Center zoning, but only within proximity to Centers:

**Option 1. F.** In the RMF and RHD zones, attached housing built on a lot at least partially within one thousand three hundred twenty feet of a CC, CA, or DT zone or CC3 zoning overlay may use the minimum number of parking spaces required for residential developments in CC1, CC2, or CC3 zones in Table 17C.230-1.

Remaining parts of the proposal are consistent with supporting documents of the Comprehensive Plan. See the full text of the Comprehensive Plan for discussion following each Policy.

<https://my.spokanecity.org/shapingspokane/comprehensive-plan/>

### Relevant Comprehensive Plan Goals and Policies

#### From Chapter 3 Land Use

#### Goal: LU 1 CITYWIDE LAND USE

Offer a harmonious blend of opportunities for living, working, recreation, education, shopping, and cultural activities by protecting natural amenities, providing coordinated, efficient, and cost effective public facilities and utility services, carefully managing both residential and non-residential development and design, and proactively reinforcing downtown Spokane’s role as a vibrant urban center. Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.

- LU 1.4 Higher Density Residential Uses  
Direct new higher density residential uses to Centers and Corridors designated on the Land Use Plan Map.

Discussion: Higher density housing of various types is the critical component of a center. Without substantially increasing population in a center’s immediate vicinity, there is insufficient market demand for goods and services at a level to sustain neighborhood-scale businesses. Higher density residential uses in Centers range from multi-story condominiums and apartments in the middle to small-lot homes at the edge. Other possible housing types include townhouses, garden apartments, and housing over retail space.

To ensure that the market for higher density residential use is directed to Centers, future higher density housing generally is limited in other areas. The infill of Residential 15+ and Residential 15-30 residential designations located outside Centers are confined to the boundaries of existing multi-family residential designations where the existing use of land is predominantly higher density residential.

**Goal: LU 2 PUBLIC REALM ENHANCEMENT.**

Encourage the enhancement of the public realm.

- **LU 2.2 Performance Standards**

Employ performance and design standards with sufficient flexibility and appropriate incentives to ensure that development is compatible with surrounding land uses ... Performance and design standards should address, among other items, traffic and parking/loading control, ... reduced parking, and increased density, in exchange for development that enhances the public realm.

**Goal: LU 3 EFFICIENT LAND USE**

Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.

- **LU 3.1 Coordinated and Efficient Land Use**

Encourage coordinated and efficient growth and development through ... regulatory incentives ... The Centers and Corridors designated on the Land Use Plan Map are the areas of the city where incentives and other tools should be used to encourage infill development, redevelopment and new development.

- **LU 3.6 Compact Residential Patterns**

Allow more compact and affordable housing in all neighborhoods, in accordance with design guidelines.

- **LU 3.7 Maximum and Minimum Lot Sizes**

Prescribe maximum, as well as minimum, lot size standards to achieve the desired residential density for all areas of the city.

**Goal: LU 5 DEVELOPMENT CHARACTER**

Promote development in a manner that is attractive, complementary, and compatible with other land uses.

- **LU 5.5 Compatible Development**

Ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types.

- **LU 7.1 Regulatory Structure**

Develop a land use regulatory structure that utilizes a variety of mechanisms to promote development that provides a public benefit.

Discussion: ... For instance, a development may be allowed ... increased building height if there is ... some other development feature that results in a direct benefit to the public.

#### From Chapter 4 Transportation

- TR 18 Parking

Develop and administer vehicle parking policies that appropriately manage the demand for parking based upon the urban context desired.

Key Actions

... f. Review parking minimums to ensure they are not resulting in a disconnect in the amount of parking provided and land use goals.

... h. Enforce on-street parking in areas where there are spill over parking from neighboring development to ensure that driveways are not blocked.

#### From Chapter 6 Housing

Goal: H 1 HOUSING CHOICE AND DIVERSITY

Provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents.

- H 1.7 Socioeconomic Integration  
Promote socioeconomic integration throughout the city.
- H 1.9 Mixed-Income Housing  
Encourage mixed-income developments throughout the city.
- H 1.18 Distribution of Housing Options  
Promote a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels and special needs.
- H 1.19 Senior Housing  
Encourage and support accessible design and housing strategies that provide seniors the opportunity to remain within their neighborhoods as their housing needs change.

#### From Chapter 7 Economic Development

- ED 7.6 Development Standards and Permitting Process  
Periodically evaluate and improve the City of Spokane's development standards and permitting process to ensure that they are equitable, cost-effective, timely, and meet community needs and goals.

#### From Chapter 8 Urban Design and Historic Preservation

Goal: DP 1 PRIDE AND IDENTITY

Enhance and improve Spokane's visual identity and community pride.

- DP 1.2 New Development in Established Neighborhoods

Encourage new development that is of a type, scale, orientation, and design that maintains or improves the character, aesthetic quality, and livability of the neighborhood.

Goal: DP 2 URBAN DESIGN

Design new construction to support desirable behaviors and create a positive perception of Spokane.

- DP 2.2 Design Guidelines and Regulations  
Adopt regulations and design guidelines consistent with current definitions of good urban design.
- DP 2.12 Infill Development  
Encourage infill construction and area redevelopment that complement and reinforce positive commercial and residential character.

From Chapter 9 Natural Environment

Goal: NE 4 SURFACE WATER

Provide for clean rivers that support native fish and aquatic life and that are healthy for human recreation.

- NE 4.3 Impervious Surface Reduction  
Continue efforts to reduce the rate of impervious surface expansion in the community.

**SMC 17G.025.010 Approval Criteria**

The City may approve amendments to this code if it finds that:

2. The proposed amendment bears a substantial relation to public health, safety, welfare, and protection of the environment.

Staff comment: Except for the specific changes in Sections 17C.110.200 and 17C.230.130 identified below, the proposed changes balance the objectives of the comprehensive plan in changing the existing residential development standards to use building sites in higher-density residential zones and areas near centers more efficiently. The changes improve conditions for townhouse development to incentivize more medium density, attached single-family construction, providing additional housing choice to the community. The changes improve conditions for infill development and reducing sprawl, and contribute to the public health, safety, and welfare of these areas designated for higher density.

Proposed changes to development standards in the RHD and RMF zone, including the new limited height exceptions in RMF and RHD-35 zones, would make development of vacant or underutilized sites easier, contributing to urban growth in desired areas closer to the desired densities of housing units per residential acre.

This proposal has been reviewed by city departments responsible for providing public services and facilities. All affected departments and outside agencies providing services in the subject areas have had an opportunity to comment on the proposal.

- Minimum lot area and maximum building coverage - SMC 17C.230.130  
The Development Services Center staff expressed verbal concerns that changes to the minimum lot area and building coverage standards in Table 17C.110-3 in SMC 17C.110.200 may create confusion and false expectations for applicants for a building permit, short plat, or other project permit, given desired coordination with stormwater and other requirements which limit building coverage, and bypassing provisions recently passed in 2018 under Ordinance C35575 to Pocket Residential Development (SMC 17C.110.360) and Alternative Residential Subdivision (SMC 17G.080.065), designed to provide property title notice. This text is labeled “Option 2” in the hearing draft (Exhibit A). The changes labeled “Option 1” would make recommended changes to existing language in Pocket Residential Development/Alternative Residential Subdivision, including removing a PUD requirement for any development larger than 1.5 acres in higher-density zones, and the requirement for a homeowners’ association for common areas. Meanwhile, City staff recommend the Plan Commission does not approve the Option 2 text and leave the minimum lot area and building coverage standards the same.
- Parking Exceptions – SMC 17C.230.130  
Comments in the record were received from the City’s Solid Waste Collection Department and Code Enforcement and Parking Services office that indicated the parking exceptions proposed in SMC 17C.230.130 pose operational problems and would not be appropriate for all of the areas proposed. As drafted, the exceptions conflict with the public safety and welfare in some of the locations affected due to existing challenges with enforcement and solid waste service delivery. Comments were directed to **earlier** versions of the exception than those in the hearing draft, one version of which would have required more parking and encouraged smaller homes to qualify for reductions.

The City balances housing affordability concerns (providing parking is a development cost) with the need to ensure that streets and alleys comprising the public right-of-way continue to function adequately for transportation, emergency services, stormwater treatment, provision of utilities, and solid waste collection. Staff advises that the existing code provides sufficient reductions to parking, or that a more modest reduction near centers is appropriate, as described under (E)(1) of this report, above.

The non-project action has been reviewed in accordance with the State Environmental Policy Act (SEPA), a DNS was issued October 31, 2018. Implementation of the changes will occur through development project approvals (such as building permits) and may be subject to project action SEPA review at that time.

Staff advises that except for proposed changes to 17C.110.200 and 17C.230.130, this criterion is met.

## **ATTACHMENT A**

### **PUBLIC OUTREACH SUMMARY**

Infill Code Amendments to Chapters 17C.110, 17C.230, and 17G.080  
Dimensional Standards for Attached Houses and Multifamily Zones

Plan Commission workshops	March 14, 2018 April 11 and 25, 2018 May 9, 2018 September 12 and 26, 2018 October 10 and 24, 2018
Neighborhood Council presentations	
Cliff-Cannon	April 3 and May 1, 2018
North Indian Trail	June 12, 2018
Bemiss	June 14, 2018
Peaceful Valley	September 12, 2018
West Central	October 10, 2018
Manito/Cannon Hill	October 11, 2018
Northwest	October 17, 2018
Latah/Hangman	November 8, 2018
Emerson Garfield	November 14, 2018
Shiloh Hills	November 15, 2018
Logan	November 28, 2018
Community Assembly	May 3, 2018 June 7, 2018
CA Land Use Committee	May 17, 2018 September 20, 2018
Open houses/events	
West Central Comm. Center	May 3, 2018
City Hall	May 9, 2018
Connect Downtown	May 21, 2018
Logan Block Party	September 13, 2018
Lower South Hill Block Party	September 15, 2018
City Council study sessions	June 14, 2018 December 13, 2018
Plan Commission public hearings	July 11, 2018 (continued) November 14, 2018 – record closed November 28, 2018 – deliberations only
Urban Experience Committee	October 8, 2018
City Council public hearing (tentative)	January 14, 2019

**SPOKANE ENVIRONMENTAL ORDINANCE  
REVISED NONPROJECT DETERMINATION OF NONSIGNIFICANCE**

**FILE NO(S):** *Proposed amendments to Spokane Municipal Code chapters 17C.110, 17C.230, and 17G.080 (no ordinance numbers yet assigned). A DNS was previously issued on July 27, 2018. This revised DNS replaces the previous DNS.*

**PROPONENT:** *City of Spokane*

**REVISED DESCRIPTION OF PROPOSAL:** *Code amendments to remove a lower wall height for primary buildings in the RMF zone (SMC 17C.110.200); adopt a limited height exception above the roof height in RMF and RHD zones (SMC 17C.110.215); reduce side lot line setbacks for attached houses and combine curb cuts for some housing types on narrow lots in all residential zones (SMC 17C.110.310); and reduce some parking area setbacks on sites that abut residential zones (SMC 17C.230.140). The proposal was modified to eliminate minimum lot area and lot depth for attached houses in the RMF zone and apply building coverage standards to the whole development for attached houses in all residential zones (SMC 17C.110.200); change the maximum size for Pocket Residential Development in certain locations, and homeowners' association requirements in all locations (SMC 17C.110.360); apply multifamily design standards of SMC 17C.110.400 through .465 to attached housing in the RMF and RHD zones (SMC 17C.110.310 and .360); specify whole number rounding for parking calculations (SMC 17C.230.100); introduce a new parking exception for attached housing in RMF and RHD zones (SMC 17C.230.130); and make corresponding changes to alternative residential subdivisions in SMC 17G.080.065.*

**LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:** *Areas within or adjacent to certain residential zones in the city of Spokane: specifically, the RA, RSF, RTF, RMF, RHD zones. A zoning map is available for viewing at: [maps.spokanecity.org](http://maps.spokanecity.org)*

**LEAD AGENCY:** *City of Spokane*

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- [ ] There is no comment period for this DNS.
- [ ] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- [x] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments must be submitted no later than November 14, 2018 at 12:00 p.m. if they are intended to alter the DNS.

\*\*\*\*\*

**Responsible Official:** Heather Trautman, AICP & CCEO

**Position/Title:** Director, Office of Neighborhood and Planning Services **Phone:** (509) 625-6300

**Address:** 808 West Spokane Falls Boulevard, Spokane, WA 99201-3329

**Date Issued:** October 31, 2018 **Signature:** 

\*\*\*\*\*

**APPEAL OF THIS DETERMINATION**, after it becomes final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane, WA 99201. The appeal deadline is fourteen (14) calendar days after the signing of the DNS. This appeal must be on forms provided by the Responsible Official, make specific factual objections and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

\*\*\*\*\*



**State Environmental Policy Act (SEPA)  
ENVIRONMENTAL CHECKLIST**

File No. Non-project

**PLEASE READ CAREFULLY BEFORE COMPLETING THE CHECKLIST!**

**Purpose of Checklist:**

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

**Instructions for Applicants:**

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

**Use of checklist for nonproject proposals:**

Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

## A. BACKGROUND

1. Name of proposed project: Attached housing, lot widths, wall height, and parking area setback text amendments to the Development Code.
2. Applicant: City of Spokane
3. Address: 808 West Spokane Falls Boulevard City/State/Zip: Spokane, WA 99201  
Phone: 509-625-6893  
Agent or Primary Contact: Nathan Gwinn, Assistant Planner  
Address: Same as applicant City/State/Zip: \_\_\_\_\_ Phone: \_\_\_\_\_
4. Date checklist prepared: May 10, 2018
5. Agency requesting checklist: City of Spokane Planning & Development
6. Proposed timing or schedule (including phasing, if applicable): Adoption expected summer 2018
7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. None that are directly related to this proposal. Additional text amendments to the development code were identified as part of a committee recommendation adopted by City Council (Resolution 2016-0094), which included residential design standards, additional housing types in specific areas, and transit-supportive parking regulations. Those actions will require separate, additional public participation processes and environmental checklists.  
b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain.  
  
This is a non-project action. While the land is primarily in private ownership, the City does own properties located within the identified zoning districts.
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. A draft and final EIS were prepared for the City of Spokane Comprehensive Plan adopted in 2001. Environmental checklists have been prepared for each amendment to the Spokane Municipal Code as they have occurred following adoption of the Comprehensive Plan.
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. None.

Evaluation for  
Agency Use Only

10. List any government approvals or permits that will be needed for your proposal, if known.

The proposed development regulations require approval of the Spokane City Council and Mayor.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. The following amendments to the Spokane Municipal Code (SMC) are proposed related to improving options for infill development (development of vacant lots and parcels in already built up areas):

- In the RTF zoning district, reduce lot width and front lot line standards for detached houses (SMC 17C.110.200);
- In the RTF, RMF, and RHD zones, reduce lot width and front lot line standards specific to attached housing (SMC 17C.110.200);
- In the RMF and RHD zones, provide a height exception for attic areas without stairway access above the roof height (SMC 17C.110.215) and remove the requirement for a lower wall height for primary buildings in the RMF zone so that only the roof height would remain (SMC 17C.110.200);
- In all residential zones, reduce side lot line setbacks for attached housing development, and adopt a new design standard to consolidate some curb cuts on narrow lots for detached housing, duplexes and attached housing (SMC 17C.110.310); and
- On sites that abut residential zones in the Commercial, Center/Corridor, Downtown, and Industrial zoning categories, reduce some parking area setbacks (SMC 17C.230.140).

12. Location of the proposal: Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not

Staff Note:  
The proposal was modified to remove reference to occupancy restriction within the exception area above the height limit. The occupancy is no longer limited to an attic or uninhabited area.

NG 6/21/2018

Staff Note: the Proposal was modified to remove the lot width and front lot line proposals. Additionally, the proposal was further changed to modify:

- Attached housing standards - minimum lot area, lot depth, and building coverage in residential zones. (SMC 17C.110.200)
- Maximum size and procedural requirements for Pocket Residential Development (SMC 17C.110.360)
- Design standards for attached housing in RMF & RHD zones (SMC 17C.110.310 and .360)
- Parking calculations (SMC 17C.230.100)
- Parking exception for attached housing in RMF & RHD zones. (SMC 17C.230.130)
- Corresponding changes to subdivision (SMC 17C.080.065)

NG 10/30/2018

required to duplicate maps or detailed plans submitted with any permit application related to this checklist. The proposal is a non-project action that would make changes to regulations that will apply differently depending on location within and abutting the residential zoning districts in Spokane, WA, as described above.

Address: Multiple locations in the city of Spokane, WA. A map of all zoning districts in Spokane is attached. For greater detail, an interactive map zoning map of individual properties is available at: [maps.spokanecity.org](http://maps.spokanecity.org)

Section/Township/Range: These areas are located in portions of:

- Sections 1 and 12, T. 24 N., R. 42 E.;
- Sec. 1-4, 10-14, 22-27, 35, 36, T. 25 N., R. 42 E.;
- Sec. 14-17, 21-28, 33-36, T. 26 N. R. 42 E.;
- Sec. 2-8, T. 24 N., R. 43 E.;
- Sec. 1-11, 16- 22, 27-35, T. 25 N., R. 43 E.;
- Sec. 20, 28-35, T. 26 N. R. 43 E.

Tax Parcel Number(s) Multiple parcels located in the city of Spokane, WA.

13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.)  
Yes, all of the above.

14. The following questions supplement Part A.

a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

- (1) Describe any systems, other than those designed for the disposal of sanitary waste installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).

Not applicable. This is a non-project action affecting multiple parcels. Systems designed for stormwater disposal would be included in new development projects. These are reviewed on a project basis and mitigated as required under chapter 17D.060 SMC.

- (2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

Not applicable. This is a non-project action. Chemical storage will be addressed at the time of project permit application.

- (3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

Not applicable. This is a non-project action.

- (4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

Not applicable. This is a non-project action.

b. Stormwater

- (1) What are the depths on the site to groundwater and to bedrock (if known)?

The depth to groundwater and to bedrock varies depending on location in the city of Spokane.

- (2) Will stormwater be discharged into the ground? If so, describe any potential impacts.

Not applicable. This is a non-project action. Any change to existing stormwater discharge would be reviewed at the time of a new development project's design and construction.

**B. ENVIRONMENTAL ELEMENTS**

**1. Earth**

- a. General description of the site (check one):

☐ Flat   ☐ Rolling   ☐ Hilly   ☐ Steep slopes   ☐ Mountainous

Other: Not applicable. This is a non-project action.

- b. What is the steepest slope on the site (approximate percent slope)?

Not applicable. This is a non-project action.

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. Not applicable. This is a non-project action.
- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. Not applicable. This is a non-project action.
- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill: Not applicable. This is a non-project action.
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. Not applicable. This is a non-project action.
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt, or buildings)? Not applicable. This is a non-project action.
- h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: Not applicable. This is a non-project action.

## **2. Air**

- a. What type of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. Not applicable. This is a non-project action.
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. Not applicable. This is a non-project action.
- c. Proposed measures to reduce or control emissions or other impacts to air, if any: Not applicable. This is a non-project action.

## **3. Water**

### **a. SURFACE WATER:**

- (1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state

what stream or river it flows into. Not applicable. This is a non-project action.

- (2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. Not applicable. This is a non-project action.
- (3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. Not applicable. This is a non-project action.
- (4) Will the proposal require surface water withdrawals or diversions? If yes, give general description, purpose, and approximate quantities if known. Not applicable. This is a non-project action.
- (5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. Not applicable. This is a non-project action.
- (6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. Not applicable. This is a non-project action.

b. GROUNDWATER:

- (1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. Not applicable. This is a non-project action.
- (2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. Not applicable. This is a non-project action.

c. WATER RUNOFF (INCLUDING STORMWATER):

- (1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. Not applicable. This is a non-project action.
- (2) Could waste materials enter ground or surface waters? If so, generally describe. Not applicable. This is a non-project action.
- (3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. Not applicable. This is a non-project action.

d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any. Not applicable. This is a non-project action.

4. Plants

a. Check the type of vegetation found on the site:

Deciduous tree: ☐ alder ☐ maple ☐ aspen

Other: Not applicable. This is a non-project action.

Evergreen tree: ☐ fir ☐ cedar ☐ pine

Other: Not applicable. This is a non-project action.

☐ Shrubs ☐ Grass ☐ Pasture ☐ Crop or grain

☐ Orchards, vineyards or other permanent crops

Wet soil plants: ☐ cattail ☐ buttercup ☐ bullrush ☐ skunk cabbage

Other: Not applicable. This is a non-project action.

Water plants: ☐ water lily ☐ eelgrass ☐ milfoil

Other: Not applicable. This is a non-project action.

Other types of vegetation: Not applicable. This is a non-project action.

b. What kind and amount of vegetation will be removed or altered? Not applicable. This is a non-project action.

c. List threatened and endangered species known to be on or near the site. Not applicable. This is a non-project action.



d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: Not applicable. This is a non-project action.

e. List all noxious weeds and invasive species known to be on or near the site. Not applicable. This is a non-project action.

## 5. Animals

a. Check and List any birds and other animals which have been observed on or near the site or are known to be on or near the site:

Birds: ☐ hawk ☐ heron ☐ eagle ☐ songbirds

Other: Not applicable. This is a non-project action.

Mammals: ☐ deer ☐ bear ☐ elk ☐ beaver

Other: Not applicable. This is a non-project action.

Fish: ☐ bass ☐ salmon ☐ trout ☐ herring ☐ shellfish

Other: Not applicable. This is a non-project action.

Other (not listed in above categories): Not applicable. This is a non-project action.

b. List any threatened or endangered animal species known to be on or near the site. Not applicable. This is a non-project action.

c. Is the site part of a migration route? If so, explain. Not applicable. This is a non-project action.

d. Proposed measures to preserve or enhance wildlife, if any: Not applicable. This is a non-project action.

e. List any invasive animal species known to be on or near the site. Not applicable. This is a non-project action.

## 6. Energy and natural resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Not applicable. This is a non-project action.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. Not applicable. This is a non-project action.
- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: Not applicable. This is a non-project action.

## 7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. Not applicable. This is a non-project action.

(1) Describe any known or possible contamination at the site from present or past uses. Not applicable. This is a non-project action.

(2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. Not applicable. This is a non-project action.

(3) Describe any toxic or hazardous chemicals/conditions that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. Not applicable. This is a non-project action.

(4) Describe special emergency services that might be required. Not applicable. This is a non-project action.

(5) Proposed measures to reduce or control environmental health hazards, if any: Not applicable. This is a non-project action.

### b. NOISE:

(1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? Not applicable. This is a non-project action.

(2) What types and levels of noise would be created by or associated with the project on a short- term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. Not applicable. This is a non-project action.

(3) Proposed measure to reduce or control noise impacts, if any: Not applicable. This is a non-project action.

## **8. Land and shoreline use**

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. Not applicable. This is a non-project action that affects multiple parcels in Spokane.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? Not applicable. This is a non-project action.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: Not applicable. This is a non-project action.

c. Describe any structures on the site. Not applicable. This is a non-project action.

d. Will any structures be demolished? If so, which? Not applicable. This is a non-project action.

e. What is the current zoning classification of the site? This is a non-project action affecting multiple parcels. Zoning classifications on the area affected include the residential zones (RA, RSF, RTF, RMF, RHD) as well as sites zoned in the Commercial or Industrial classifications that abut these residential zones.

f. What is the current comprehensive plan designation of the site? Not applicable. This is a non-project action that will affect multiple parcels in various designations

in Spokane and does not change the land use plan map designated residential density.

- g. If applicable, what is the current shoreline master program designation of the site?

Not applicable. This is a non-project action.

- h. Has any part of the site been classified as a critical area by the city or the county?

If so, specify. Not applicable. This is a non-project action.

- i. Approximately how many people would reside or work in the completed project?

Not applicable. This is a non-project action.

- j. Approximately how many people would the completed project displace?

Not applicable. This is a non-project action.

- k. Proposed measures to avoid or reduce displacement impacts, if any:

Not applicable. This is a non-project action.

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: Not applicable. This is a non-project action.

- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any: Not applicable. This is a non-project action.

## **9. Housing**

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low- income housing. Not applicable. This is a non-project action.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing. Not applicable. This is a non-project action.

- c. Proposed measures to reduce or control housing impacts, if any: Not applicable. This is a non-project action.

## **10. Aesthetics**

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? Not applicable. This is a non-project action. The changes proposed would allow an increase to wall height for primary buildings in the RMF zone. In the RMF and RHD zones, the changes

may allow an increase in height to accommodate varied roof form. Actual height would be reviewed at the time of a project or building permit.

- b. What views in the immediate vicinity would be altered or obstructed? Not applicable. This is a non-project action.
- c. Proposed measures to reduce or control aesthetic impacts, if any: Not applicable. This is a non-project action.

#### **11. Light and Glare**

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? Not applicable. This is a non-project action.
- b. Could light or glare from the finished project be a safety hazard or interfere with views? Not applicable. This is a non-project action.
- c. What existing off-site sources of light or glare may affect your proposal? Not applicable. This is a non-project action.
- d. Proposed measures to reduce or control light and glare impacts, if any: Not applicable. This is a non-project action.

#### **12. Recreation**

- a. What designated and informal recreational opportunities are in the immediate vicinity? Not applicable. This is a non-project action.
- b. Would the proposed project displace any existing recreational uses? If so, describe. Not applicable. This is a non-project action.
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: Not applicable. This is a non-project action.

#### **13. Historic and cultural preservation**

- a. Are there any buildings, structures, or sites, located on or near the sited that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. Not applicable. This is a non-project action. There are registered historic buildings and

districts within the city of Spokane. This action would not change or affect historic designations.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. Not applicable. This is a non-project action.
- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archaeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. Not applicable. This is a non-project action.
- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required Not applicable. This is a non-project action.

#### 14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. Not applicable. This is a non-project action.
- b. Is site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop Not applicable. This is a non-project action.
- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? Not applicable. This is a non-project action.
- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). Not applicable. This is a non-project action.
- e. Will the project or proposal use (or occur in the immediate vicinity of)

Staff Note:  
The proposal was modified to allow a reduction of 30 percent of minimum parking spaces required in RMF and RHD zones for attached housing only, and reduce minimum parking spaces required by 50 percent if within  $\frac{1}{4}$  mile of CC, CA, DT zones or OC3 overlay in RMF and RHD zones for attached housing only.  
NG 10/30/2018

water, rail or air transportation? If so, generally describe.  
Not applicable. This is a non-project action.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates?  
Not applicable. This is a non-project action.

*(Note: to assist in review and if known, indicate vehicle trips during PM peak, AM Peak, and Weekday (24 hours).)*

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, general describe. Not applicable. This is a non-project action.
- h. Proposed measures to reduce or control transportation impacts, if any: Not applicable. This is a non-project action.

## 15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. Not applicable. This is a non-project action.
- b. Proposed measures to reduce or control direct impacts on public services, if any:  
Not applicable. This is a non-project action.

## 16. Utilities

- a. Check utilities currently available at the site:

- ☐ electricity
- ☐ natural gas
- ☐ water
- ☐ refuse service
- ☐ telephone
- ☐ sanitary sewer

☐ septic system

Other: Not applicable. This is a non-project action.

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed: Not applicable. This is a non-project action.

### C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: May 18, 2018

Signature: 

Heather Trautman, AICP

#### ***Please Print or Type:***

Proponent: City of Spokane Address: 808 West Spokane Falls Boulevard

Phone: (509) 625-6300 Spokane, WA 99201

Person completing form (if different from proponent): Nathan Gwinn

Phone: (509) 625-6300 Address: 808 West Spokane Falls Boulevard  
Spokane, WA 99201

#### **FOR STAFF USE ONLY**

Staff member(s) reviewing checklist: Tirrell Black, AICP

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☒ A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.



#### D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

*(Do not use this sheet for project actions)*

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise? The proposal would not directly increase discharge to water, emissions to air, the production and storage of toxic or hazardous substances or noise. No increases are proposed to planned density. Land within the RMF zone is primarily located near areas designated as mixed-use centers and served by public transit. This development arrangement supports potentially shorter commuting distances and alternative modes of transportation, which may reduce overall automobile traffic and emissions to air as compared to development in a more outlying, distant location. No increase to building coverage allowed on the site is proposed.

Proposed measures to avoid or reduce such increases are: No such measures are proposed.

2. How would the proposal be likely to affect plants, animals, fish or marine life? This proposal is unlikely to directly affect plants and animals. The reduction in setbacks in multiple zones, and the ability to provide more dwelling units or non-residential floor area on a third floor of buildings in the RMF zone, could result in more options for layout on a project development site to preserve vegetation and/or habitat in open space.

Proposed measures to protect or conserve plants, animals, fish or marine life are: The SMC includes standards related to protection of critical areas and habitat. No additional measures are proposed to specifically address the conservation of plants and animals in this proposal.

3. How would the proposal be likely to deplete energy or natural resources? The proposed code amendments will not directly affect energy or natural resources.

Improved options for infill development could potentially help avoid conversion of resource lands and provide the option of additional travel modes and shorter travel distances on existing facilities that require comparatively less energy.

Proposed measures to protect or conserve energy and natural resources are: The proposed code amendments do not directly address energy and natural resource conservation.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands? The proposed code amendments will not directly affect environmentally sensitive areas. New development would be subject to the critical area standards of the SMC.

Proposed measures to protect such resources or to avoid or reduce impacts are: No additional measures are proposed. Project impacts will be addressed at the time of permit application in accordance with the standards of the SMC.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans? The amendments are intended to implement the policies of the City's Comprehensive Plan, and to achieve density designations on the land use plan map. New projects that are allowed under the proposed amendments are required to meet the shoreline development standards.

Proposed measures to avoid or reduce shoreline and land use impacts are: No additional measures are proposed. This action will not supersede the regulations of the Shoreline Master Program SMC 17E.060.

6. How would the proposal be likely to increase demands on transportation or public services and utilities? This is a non-project action. Demands on transportation or public services and utilities will be addressed at the time of development permit approval as required by existing regulations. The planned density as allowed by the Comprehensive Plan is not proposed to be increased as part of the code amendments. The locations affected, particularly those where height changes are proposed, are located near planned urban growth centers with existing facilities and services.

Proposed measures to reduce or respond to such demand(s) are: No additional measures are proposed.

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment. The proposal does not conflict with local, state, or federal laws or requirements for protection of the environment.

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* may withdraw any Determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: May 18, 2018

Signature: 

Heather Trautman, AICP

***Please Print or Type:***

Proponent: City of Spokane Address: 808 West Spokane Falls Boulevard

Phone: (509) 625-6300 Spokane, WA 99201

Person completing form (if different from proponent): Nathan Gwinn

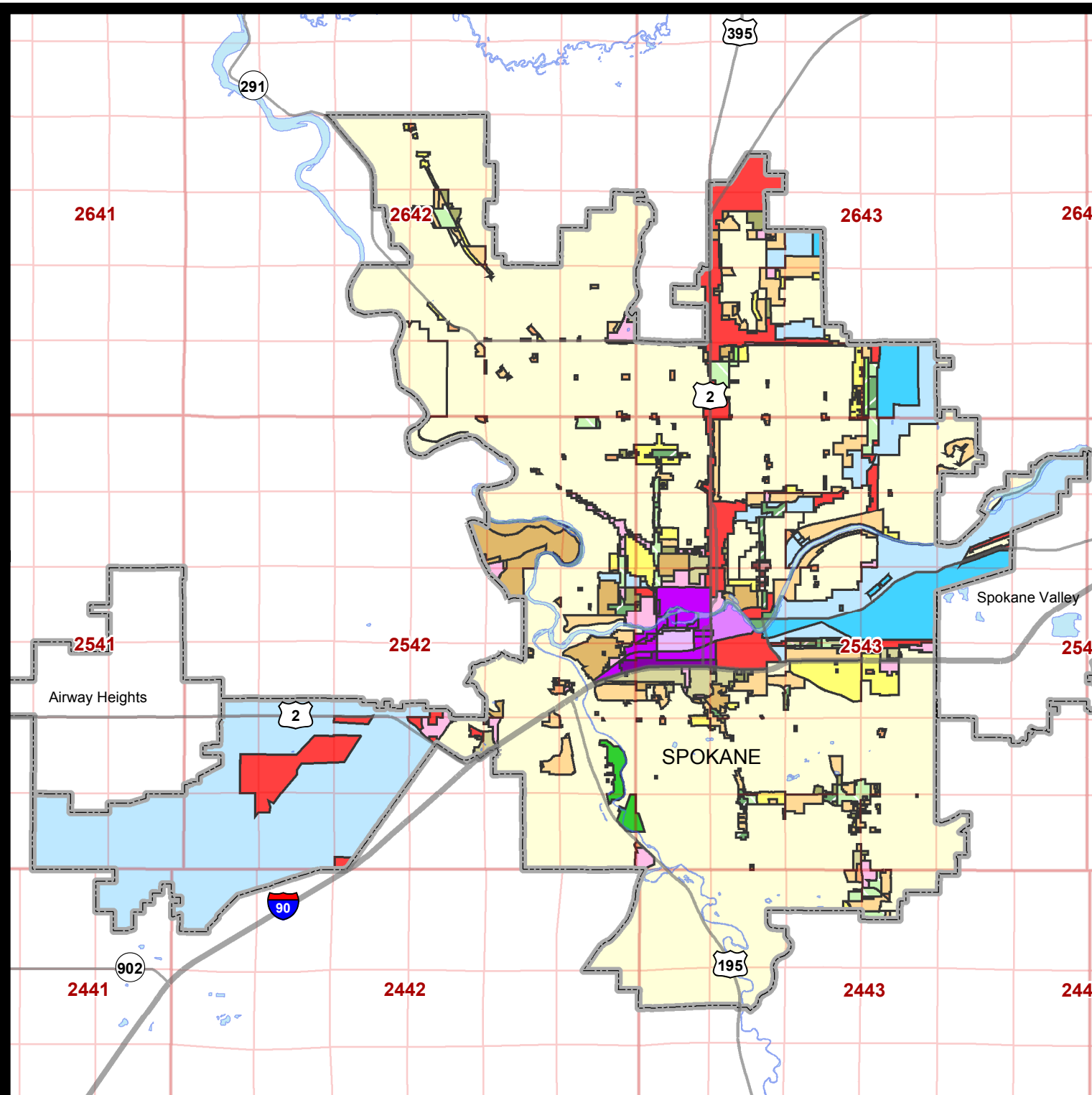
Phone: (509) 625-6893 Address: 808 West Spokane Falls Boulevard  
Spokane, WA 99201

**FOR STAFF USE ONLY**

Staff member(s) reviewing checklist: Tirrell Black, AICP

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

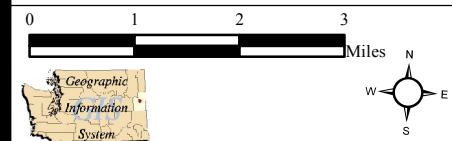
- A. ☒ there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- B. ☐ probable significant adverse impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- C. ☐ there are probable significant adverse environmental impacts and recommends a Determination of Significance.



# City of Spokane Zoning Districts

Print date: 5/11/2018

- City Boundaries
- Waterbody
- Section
- Township
- Center and Corridor Type 1
- Center and Corridor Type 2
- Mixed Use Transition-CC4
- Community Business
- Downtown Core
- Downtown University
- Downtown General
- Downtown South
- Context Area 1
- Context Area 2
- Context Area 3
- Context Area 4
- General Commercial
- Heavy Industrial
- Light Industrial
- Neighborhood Retail
- Office
- Office Retail
- Residential Agricultural-RA
- Res. High Density-RHD
- Res. Multifamily-RMF
- Res. Single-Family-RSF
- Res. Two-Family-RTF



**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.



## Attachment A Comment Log

### Substantive Public Comments Received – updated 11/14/2018

Number	Date of Comment	Name/Event	Other Info/ Draft Version/ Section/ Page	Comment Summary	Comment Start Page
1	5/3/2018	Open House Preferences	5 participants	<ul style="list-style-type: none"> <li>• <b>Setbacks:</b> 2 likes, 2 changes</li> <li>• <b>Wall Height:</b> 1 opt. 1, 2 opt. 2</li> <li>• <b>Lot Width:</b> 3 yes</li> <li>• <b>Curb Cut:</b> 1 like, 1 change</li> </ul>	4
2	5/9/2018	Grigaliunas, Karen		Opposed to proposal	8
3	5/9/2018	Gann, Heidi		Opposed to proposal	10
4	5/9/2018	Gaffney, Robert		Schedule concerns	11
5	5/9/2018	Open House Preferences	10 participants	<ul style="list-style-type: none"> <li>• <b>Setbacks:</b> 3 likes</li> <li>• <b>Wall Height:</b> 4 opt. 2, 3 other</li> <li>• <b>Lot Width:</b> 2 yes, 1 no</li> <li>• <b>Curb Cut:</b> 2 likes</li> </ul>	12
6	5/13/2018	Depasquale-Sharkey, Toni		Add requirements for landscaping in transitions and buffers	16
7	5/20/2018	Depasquale-Sharkey, Toni		Need more emphasis of language preserving trees	20
8	5/21/2018	Connect Downtown Comments	3 participants	<ul style="list-style-type: none"> <li>• <b>Setbacks:</b> 2 likes, 1 change</li> <li>• <b>Wall Height:</b> 3 opt. 1</li> <li>• <b>Lot Width:</b> 3 no</li> <li>• <b>Curb Cut:</b> 1 change</li> </ul>	26
9	6/27/2018	Frank, Jim		Changes proposed by City are insufficient to encourage design flexibility and affordable home ownership	29
10	6/28/2018	Frank, Jim		Height of 50 feet is needed for 3-story building with a pitched roof	34
11	6/29/2018	Frank, Jim		Additional changes needed for higher density residential zones	36
12	7/5/2018	Venne, Chris Frank, Jim Kienholz, Patricia		Agree with circulated comments	42
13	7/9/2018	Depasquale-Sharkey, Toni		Opposed to proposal; add landscaping requirements for preservation of trees and transition zones	44
14	7/9/2018	Bernardo, Gary		Support circulated comments	54

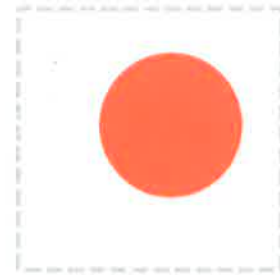
<b>Number</b>	<b>Date of Comment</b>	<b>Name/Event</b>	<b>Other Info/ Draft Version/ Section/ Page</b>	<b>Comment Summary</b>	<b>Comment Start Page</b>
15	7/9/2018	Spokane Home Builders Association		Building height should be increased to 50 feet in RMF, RHD	53
16	7/10/2018	Council President Stuckart		Support changes in proposal for height, minimum size, minimum lot width, lot dimensions, and site coverage; eliminate parking minimums for small (6 or less) attached houses in RMF and RHD zones.	55
17	7/11/2018	Sleep, Robynn		Comment relates to DNS	57
18	7/26/2018	Frank, Jim		Support additional changes to landscape area and lot dimensional requirements	58
19	9/8/2018	Frank, Jim Spokane Home Builders Association		Support height increase to 50 feet without pitched roof requirement above 35 feet	60
20	9/18/2018	Rae, Bonnie		Opposed to proposal	62
21	10/2/2018	Biggerstaff, Julie		Supports proposal, some changes	64
22	10/3/2018	Garcia, Luis City of Spokane Enforcement Supervisor		Comments relate to parking requirements	66
23	10/3/2018	Hughes, Rick City of Spokane Solid Waste Commercial Supervisor		Comments relate to parking requirements	68
24	10/3/2018	Kruger, Teresa City of Spokane Parking		Comments relate to parking requirements	69
25	10/11/2018	Schram, John		Opposed to proposal	71
26	10/11/2018	Ritter, Deborah		Concerns about impacts and proposed changes should include provisions for affordable housing for new development	72
27	10/15/2018	Carlberg, Karen		Concerns with impacts to transportation, open space	74
28	10/16/2018	Loux, Jan		Supports some proposed changes, but not building height or parking	75
29	10/16/2018	Marshall, Tod and Sinisterra, Amy		Supports some proposed changes, but not building height or parking	77

Number	Date of Comment	Name/Event	Other Info/ Draft Version/ Section/ Page	Comment Summary	Comment Start Page
30	10/16/2018	Newsom, George		Agrees with comments submitted by Jan Loux	78
31	10/17/2018	Morrissey, Barbara		Opposed to changes to lot area, concerned about parking, open space impacts	79
32	10/31/2018	Bennett, Marcella		Concerned about protecting the character of each neighborhood	81
33	11/01/2018	Gardner, Spencer		Supports increasing building height to 50 feet and removing parking requirements for buildings of 6 units or less	83
34	11/04/2018	Depasquale-Sharkey, Toni		Consider need for preserving or improving vegetation	86
35	11/08/2018	Halvorson, Jacqui		Request no-net-loss language regarding removal of mature trees	90
26	11/12/2018	Spokane Home Builders Association		Building height and parking comments	92
27	11/13/2018	Frank, Jim		Recommendations and comments on draft code	94
28	11/13/2018	Clark, Daniel		Supports proposed revisions	137
29	11/14/2018	Palmquist, Tami		Comments relate to development standards and subdivision plats	138

# Setbacks

Like

Change



More  
Ensure trees in  
transition  
buffer zones  
(incl. evergreens)





# Wall height

Option 1  
(no wall height – 35 ft. roof height)



Option 2  
(up to 5 ft. non-inhabited space above 35 ft.)



Other



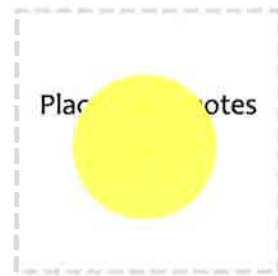
5/3/2018

# Wall height

Option 1  
(no wall height – 35 ft. roof height)



Option 2  
(up to 5 ft. non-inhabited space above 35 ft.)



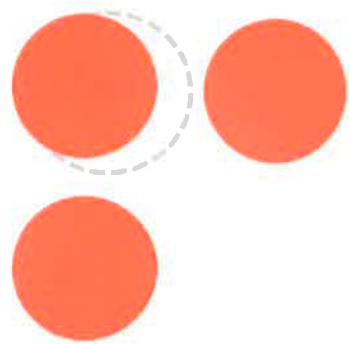
Other



# Lot Width | Curb Cut Consolidation

- Should width be the same for townhouse lots as for duplexes?

Yes



No

Limit driveway curb cuts on lots less than 40 ft. wide

Like



Change



**From:** [Gwinn, Nathan](#)  
**To:** ["Karen Grigaliunas"](#)  
**Cc:** [Freibott, Kevin](#)  
**Subject:** RE: Land Use  
**Date:** Friday, May 11, 2018 4:27:02 PM

---

Good afternoon Ms. Grigaliunas,

Thank you for your comment. I will add it to the public record for the proposed text amendments for attached housing, lot width, wall height, and parking area setbacks.

For more information about the proposal and the background documents, please see the project webpage:

<https://my.spokanecity.org/projects/infill-housing-strategies-infill-development/>

I will also forward your comment to Kevin Freibott, who is taking input on the building heights in the DTC-100 zone near the park, which you referenced in the last paragraph of your message.

Sincerely,

**Nathan Gwinn** | Assistant Planner | City of Spokane

509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

**From:** Karen Grigaliunas [mailto:[teegeegrig@gmail.com](mailto:teegeegrig@gmail.com)]  
**Sent:** Wednesday, May 09, 2018 9:33 AM  
**To:** Gwinn, Nathan  
**Subject:** Land Use

Nathan,

I totally understand there is a huge need in Spokane for more lower income housing. However, I do not see how creating tightly packed pockets within already crowded neighborhoods will solve this problem. I live in West Central. Most of the streets are relatively crowded already. We can not use our alleys to park in our back yards because the pot holes are so large and deep most cars are unable to navigate safely through them. Thus we must park on the already narrow street. Now the city wants to cram even more people into these already crowded neighborhoods!

True, most of the plans I have seen show off street parking for the new developments. But, the fact still remains, the resident must travel down crowded streets to get to their garage. Also, where are their guests to park and where do they put their second car? On the already crowded street! It is just plan ridiculous to be cramming additional people into an already overly full area.

The city should be looking at spending some of its money on improvements to what we already have, building affordable single family housing on the smaller vacant lots in existing older, crowded neighborhoods, and addressing the trashed out drug houses and rentals in

town. One of the reasons for loving Spokane is the openness of the city. Why are you trying to turn us into Seattle by piling us all on top of each other? This idea and the proposed use of land along the park downtown will do nothing but destroy what has been a beautiful city. Stop it!

Karen



## COMMENT SHEET

### Existing Neighborhood Commercial Structures in Residential Zones May 2018

For more project info visit:

[my.spokanecity.org/projects/infill-housing-strategies-infill-development/](http://my.spokanecity.org/projects/infill-housing-strategies-infill-development/)

Name: Heidi Gann  
ADDRESS: 1708 S. Maple Blvd. PHONE NUMBER: 509-879-1906  
E-MAIL CONTACT: jardinesparrot@hotmail.com

- This scares me to death! What's the rush?!
- There are so many <sup>lots</sup> ~~places~~ in Spokane that are vacant. ~~Do~~\* Stage 1: fill those spaces with current regulations + input from neighbors and local shops.
- \* Stage 2: Figure out what other spots can accommodate infill without disturbing the character of the city we all love. This means respecting height limits, old structures, native trees, and views.
- \* stage 3: with a healthy balance of views: (ie: not just developers and Greater Spok. Inc.) including citizens of neighborhoods (not necessarily Neighborhood Assembly folks)
- \* Use the Comp Plan to make a future vision of our city.
- Once we deregulate, there's no going back!

Please feel free to share your questions, comments or concerns with us!

**Postal Mail** – fold this comment card in thirds, add postage and drop in the mail

**Phone** – call us at #509-625-6893

**E-mail** – write to us at [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)

Thank you... We look forward to hearing from you!

Planning & Development Services, City of Spokane



## COMMENT SHEET

### Existing Neighborhood Commercial Structures in Residential Zones May 2018

For more project info visit:

[my.spokanecity.org/projects/infill-housing-strategies-infill-development/](http://my.spokanecity.org/projects/infill-housing-strategies-infill-development/)

Name: ROBERT GAFFNEY  
ADDRESS: 1787 W BRIDGE AVE PHONE NUMBER: 760-755-3044  
E-MAIL CONTACT: rgaffney@gmail.com

As a new resident of Spokane (renting) I have some concerns with the possible acceleration of new requirements without sufficient input from the community being impacted. I am in the process of becoming more informed about the future development of my new home city. Having lived in various neighborhoods in San Francisco from 1960-1990 (with visits there 2X-3X per year (1993-2016) I have seen some of the negative legacy of gentrification and lack of community input in developmental decisions, looking forward to being part of a continued dialogue.

— Thank you —  
✓

Please feel free to share your questions, comments or concerns with us!

**Postal Mail** – fold this comment card in thirds, add postage and drop in the mail

**Phone** – call us at #509-625-6893

**E-mail** – write to us at [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)

Thank you... We look forward to hearing from you!

Planning & Development Services, City of Spokane

# Setbacks

Like

Change

Strongly  
encourage



Place sticky notes  
here



Yes

Strongly  
Support



# Wall height

## Option 1

(no wall height – 35 ft. roof height)



## Option 2

(up to 5 ft. non-inhabited space above 35 ft.)



Yes - Allow for building higher and utilizing the space within the Structure.

Yes 3<sup>rd</sup> story

Support full 3<sup>rd</sup> floor allowance

## Other



Allow higher walls if needed to accommodate more housing. As long as it looks appealing.

Project Feasibility  
Is often dependent on density  
Support 3<sup>rd</sup> floor

# Lot Width | Curb Cut Consolidation

- Should width be the same for townhouse lots as for duplexes?

Yes

No

Limit driveway curb cuts on lots less than 40 ft. wide

Like

Change

Absolutely.  
They really  
are the same.  
Absolutely

NOT NECESSARILY  
INTERFERE TOWNHOUSES  
DON'T HAVE SIDE  
WINDOWS  
COULD BE NARROWER  
(BETTER)  
DUPLEXES BY  
THEIR NATURE  
NEED MORE SPACE

WITH FLEXIBILITY

Place sticky notes  
here

Yes. The ability to  
build more types of  
housing on narrow  
lots will allow for more  
homes to be built on  
difficult sites.

**From:** [Antonia DePasquale](#)  
**To:** [Gwinn, Nathan](#)  
**Cc:** [Akkari, Omar](#); [Wittstruck, Melissa](#)  
**Subject:** Re: Green space/infill  
**Date:** Monday, May 14, 2018 4:56:05 PM

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Great information Nathan, thank you & more importantly thank you for your time explaining these codes... some of it I don't quite understand ;-/ but, I am meeting with a friend who is knowledgeable when it comes to lands use & and she can help me.

We both would like to see a lot our Ponderosa Pines and other mature trees be conserved through the infill process.

Thanks again,

Toni

Sent from my iPhone

On May 14, 2018, at 4:03 PM, Gwinn, Nathan <[ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)> wrote:

Hi Toni,

Thank you for your message. I will add it to the public record for the file.

For information regarding provisions for buffers and plantings that the City already adopted, the Spokane Municipal Code requires properties (other than single-family residences and duplexes) to be planted according to [SMC 17C.200.040](#) Site Planting Standards, including in setback areas along street frontages as the Conoco photo shows, and a five-foot-wide planting strip in most zones along all other property lines with exceptions such as where a parking lot adjoins another parking lot. In CC zoned properties, the planting strip width is 8 feet. SMC [17C.200.030](#) Landscape Types requires a mix of evergreen and deciduous species.

Setbacks can provide additional separation between an existing development and a new neighboring development. On commercially zoned property, a ten-foot building setback is required adjacent to residential zones. On residentially zoned property, the minimum side lot line setback is 5 feet for lots that are wider than 40 feet. The proposal would eliminate the existing requirement to double the standard setback for attached housing (a type of single-family residence), but the proposal would not change the site planting standards for other uses such as multifamily residences.

The City currently lists several species of trees in the approved street tree list. Planting in the right-of-way is coordinated between the applicant's contractor and the Urban Forestry office.

<https://static.spokanecity.org/documents/urbanforestry/permits/street-tree->

[list-2014.pdf](#)

Low Impact Development is encouraged under [SMC 17D.060.300](#). Below are the Eastern Washington Low Impact Development manual and some plant lists provided by the WSU-Extension service. The City encourages people to use these planting lists for native plants in our region.

[http://www.wastormwatercenter.org/file\\_viewer.php?id=1095](http://www.wastormwatercenter.org/file_viewer.php?id=1095)  
<http://extension.wsu.edu/spokane/master-gardener-program/home-lawn-and-garden/inw-gardening/native-plants/>

Sincerely,

Nathan Gwinn | Assistant Planner | City of Spokane  
509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

-----Original Message-----

From: Antonia DePasquale [<mailto:depasquale5@yahoo.com>]

Sent: Sunday, May 13, 2018 5:13 PM

To: Gwinn, Nathan; Akkari, Omar; Wittstruck, Melissa

Subject: Green space/infill

Good afternoon,

I hope all is well, I just went to Seattle for the weekend & there were lots of examples how green space was conserved and added in to new developments (even evergreens ♡). Here are two of my favorites. I am asking that you add in stipulations for setbacks, transitions, buffers and impervious city code (green vs pavement) to the infill ordinance, please.

Oh, I threw in Conoco on Grand, because those Evergreens were planted 25 years ago, no damage to sidewalk or pavement. I think multiple kinds of evergreen dwarfs need to be added to the city planning "plantings" list.

Thank You,  
Toni Sharkey













**From:** [Antonia DePasquale](#)  
**To:** [Black, Tirrell](#); [Gwinn, Nathan](#); [Wittstruck, Melissa](#)  
**Subject:** Blending in & infill input  
**Date:** Sunday, May 20, 2018 9:33:47 PM  
**Attachments:** [image1.png](#)  
[ATT00001.txt](#)  
[ATT00002.txt](#)  
[ATT00003.txt](#)

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Nate & Tirrell, thank you for getting back to me so soon. I really appreciate your time & communication. As I have conveyed at land use & at the infill open house, my two main concerns are 1) building design and 2) conserving our native & mature trees. I think I represent a lot of Spokaneites, in that there is a desire for blending into our special historical neighborhoods, with character. And what was supposed to be cottage pocket development ordinance, that started at 18 to 20 feet in height is now approaching 35 feet in height and is starting to feel like a “3-story skinny box with minimal landscaping”.

And as of now, I cannot go to Rockwood Neighborhood Council meeting on June 3 and in good conscious tell them I think this is a good idea for our neighborhood.

This language in yellow looks great. Is it possible to put it near the top of the codes or as the main point in a code? Is this giving developers incentives to conserve our trees or suggesting to them? Is this enforceable? If they have to take down one of our Ponderosa's can we make sure they replace with 3 evergreens? Bend, Oregon seems to do this well, evergreens at all new developments. Seems like most developers as of late have landscaped with mostly ornamental grass, corporate deciduous and shrubs.





3. Xeriscape landscaping is utilized in designated stormwater control areas.

4. When existing trees and other vegetation serves the same or similar function as the required landscaping, they may be substituted for the required landscaping if they are healthy and appropriate for the site at mature size. When existing trees are eight inches or more in diameter, they shall be equivalent to three required landscape trees. If necessary, supplemental landscaping shall be provided in areas where existing vegetation is utilized to accomplish the intent of this chapter

If that is insufficient and you need more information, please let me know.

Sincerely,

As far as design

- 1) Can we consider having the roofs be gabled & pitched?
- 2) overhanging eaves?
- 3) Handcrafted look perhaps stone, brick or woodwork even if it's fake or "mixed materials."

Overall, create more of a compromise between these two designs (my house & the condo on grand)





# Four project topics

*This project addresses the following*

## Lot Width



Allow  
dista  
and  
side

## Wall Heights

10% might like this the contemporary cube look but 90% do not. I just think the city of Spokane & city planners are going to get a lot of pushback from the neighborhoods on South Hill. Spokane is turning around and booming, thanks to you guys and your continued efforts. I don't think we need to settle for irresponsible development & architects that do not provide balance in our neighborhoods. Thank You,  
Toni

This language seems

Sent from my iPhone

## Lot Width

- Should width be the same for townhouse lots as for duplexes?  
(please circle preference)

Yes

No

Comments concern about population density.

## Curb Cut Consolidation

Limit driveway curb cuts on lots less than 40 ft. wide (please circle preference)

Like

Change

Comments \_\_\_\_\_

## Wall Height (please circle preference)

Option 1  
(no wall height — 35 ft. roof height)

Option 2  
(up to 5 ft. non-inhabited space above 35 ft.)

Other

Comments \_\_\_\_\_

## Setbacks

Limit driveway curb cuts on lots less than 40 ft. wide (please circle preference)

Like

Change

Comments \_\_\_\_\_

## Lot Width

- Should width be the same for townhouse lots as for duplexes?  
(please circle preference)

Yes

☒ No

Comments

Less for townhouses

## Curb Cut Consolidation

Limit driveway curb cuts on lots less than 40 ft. wide (please circle preference)

Like

☒ Change

Comments

## Wall Height (please circle preference)

☒ Option 1  
(no wall height – 35 ft. roof  
height)

☐ Option 2  
(up to 5 ft. non-inhabited  
space above 35 ft.)

☐ Other

Comments

## Setbacks

Limit driveway curb cuts on lots less than 40 ft. wide (please circle preference)

Like

☒ Change

Comments

## Lot Width

- Should width be the same for townhouse lots as for duplexes?  
(please circle preference)

Yes

☒ No

Comments

Less for townhouse

## Curb Cut Consolidation

Limit driveway curb cuts on lots less than 40 ft. wide (please circle preference)

Like

Change

Comments

## Wall Height (please circle preference)

☒ Option 1  
(no wall height – 35 ft. roof height)

☐ Option 2  
(up to 5 ft. non-inhabited space above 35 ft.)

☐ Other

Comments

## Setbacks

Limit driveway curb cuts on lots less than 40 ft. wide (please circle preference)

☒ Like

☐ Change

Comments



**From:** [Gwinn, Nathan](#)  
**To:** ["Jim Frank"](#)  
**Cc:** [Trautman, Heather](#)  
**Subject:** RE: Public Hearing July 11, 4 PM - Infill Development Code Revision  
**Date:** Thursday, June 28, 2018 3:54:01 PM

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Hi Jim,

Thank you for your reply. I am working on a response to your comments. I would like to get back to you after I have had a chance to review them more thoroughly.

Sincerely,

**Nathan Gwinn** | Assistant Planner | City of Spokane

509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

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**From:** Jim Frank [mailto:jfrank@greenstonehomes.com]  
**Sent:** Wednesday, June 27, 2018 3:16 PM  
**To:** Gwinn, Nathan  
**Subject:** Re: Public Hearing July 11, 4 PM - Infill Development Code Revision

Nathan....these are my comments to the Infill Development regulations for MF zones. These are the same comments I have been making all along, so you know where I stand. I have reviewed these with Heather and she said she would like to arrange a meeting to discuss further.

Jim

On Jun 27, 2018, at 11:36 AM, Gwinn, Nathan <[ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)> wrote:

Hello Infill Development Project Contacts,

This message contains a notice of public hearing July 11 for a proposed text amendment to development standards, and an update about changes in the proposal that have occurred during the public participation period, to allow habitable space within a limited height exception area.

The package of text amendments is a second set of Development Code revisions which applies primarily in higher-density residentially zoned areas of Spokane, and includes the following three topic areas:

**1. Attached homes (includes townhouses on individual lots)**

- Setbacks between a building and a side lot line—all residential zones (RA, RSF, RTF, RMF, RHD)

- Front lot width and curb cuts in some residential zones (RTF, RMF, RHD)

## 2. Wall height in RMF zone and height exception in RMF & RHD zones

Under the draft proposal, Residential Multifamily (RMF) maximum wall height will be removed to match the existing roof height of 35 feet ([SMC 17C.110.200](#), Table 17C.110-3). **\*\*NOTE: The current draft includes a limited exception for pitched roofs in the RMF and Residential High Density (RHD) zones as a proposed paragraph under SMC 17C.110.215(C), on pp. 10-11. The exception was first proposed during the public participation period only for uninhabited parts of the building, and has been revised in the current draft to allow habitable space above the maximum height (such as a vaulted ceiling or loft open to the top floor).\*\***

## 3. Parking area setback – abutting residential zoning districts

This parking area setback provides a transition near residential lots under [SMC 17C.230.140](#)(F). The draft proposes a change to use the residential side setback along the first 60 feet where there is no neighboring front yard, allowing more flexibility in site design and additional area available for off-street parking.

Please find the attached Notice of Public Hearing and Notice of SEPA Determination for the July 11 Plan Commission hearing.

**How to Comment:** Written and in-person comments on this proposal are welcome. You may email comments to me and/or sign up at the hearing to testify to the Plan Commission.

I will send an additional notice when the City Council hearing has been scheduled.

You may find the locations of zoning districts in the city at [MapSpokane](#). More information can be viewed online at the project webpage: <https://my.spokanecity.org/projects/infill-housing-strategies-infill-development/>

Sincerely,

<image001.jpg>

**Nathan Gwinn** | Assistant Planner | Planning & Development

509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

<image002.png> <image003.png> <image004.png>

<2018-06-27-public-notice.pdf>

## Comments on Proposed Infill Code Revisions

The proposed code amendments intended to encourage design flexibility and encourage affordable home ownership in higher density multifamily residential zones fall significantly short of the intended purpose.

As it currently stands, the development of rental housing (which does not require lot subdivision) is essentially unrestricted, with the exception of height limits. The current parcel dimensional standards (SMC 17C.110-3) place almost no restriction on the development of rental apartments in multifamily zones. However, when we look to subdivide lots for higher density home ownership housing (row houses, townhomes, and various forms of attached housing) these same dimensional standards (minimum lot size, frontage requirements, yard setbacks and site coverage) pose significant limitations. The barriers created by these dimensional standards have essentially eliminated new home ownership construction in multifamily zones. *(Note: Kendall Yards as you see it today would not be possible under the current MF zone development standards. Kendall Yards has variances from all height and dimensional standards as part of a pre-2006 PUD approval.)*

The code amendments that have been proposed fall far short of the change required to encourage home ownership infill in MF zones and they maintain the current code preference for rental housing in MF zones. Note the following:

1. **Lot Width:** The only proposed change in dimensional standards is to reduce the minimum lot width requirement from 36 feet to 25 feet. The proposed standards make the assumption that the units are facing the street. This is often not true, especially when designing projects larger than 3-4 units. Units in larger parcels often have private drives and face common area or side yards, just as you see with rental projects, and there is no reason to regulate lot width.
  - There is a provision for minimum lot frontage of 16 feet with “alley access and no curb cut”. However, as noted above, MF projects often use private drives and shared parking (or in some cases parking may be waived). **The requirement for an alley assumes a very narrow range of design alternatives**, which in many instances are not true.
  - Both the 16 and 25 foot lot frontage minimums are inadequate to accommodate many attached housing designs and simply form an unnecessary barrier to home ownership housing in multifamily zones. **These requirement for street frontage, lot size and lot width should all be “zero”. Density should be a regulating factor not lot size, as this is exactly what happens with rental projects.** We should be reminded that development regulations must permit development within the minimum and maximum density standards of the zone. Many of the lot size and dimensional standards to not allow minimum densities to be easily achieved with attached single family products.
2. **Site Coverage:** No change is recommended for site coverage. Site coverage is a very important and limiting dimensional standards when subdividing

for small lots. **This should be amended to 100%, as often the building footprint is the parcel.**

3. **Lot Frontage:** This is a requirement whenever lots are being subdivided (SMC 17C.110.200.F). **Attached homes in many project configurations will not have public road frontage. It is this feature that allows attached housing to be effective and achieve better site utilization and density.** Attached housing is forced to use Alternative Residential Subdivisions under SMC 17G.080.065 to subdivide parcels without public street frontage. **This provision forces an attached housing project, even in HDR zones to use an alternative subdivision process** instead of permitting such subdivision outright under SMC 17G.080 as is permitted for apartment projects.
- Staff assumes that any change in dimensional standards can be accommodated through the use of the Pocket Residential standards (SMC 17C.110.360). The problem is that Pocket Residential regulations have significant limitations when applied to home ownership development:
    - ❖ Maximum building coverage cannot be modified;
    - ❖ Front yard set backs are set at a minimum of 15 feet (many townhomes are often set between 5-10 feet from back of sidewalk);
    - ❖ Maximum project parcel site is 1.5 acres, a severely limiting factor;
    - ❖ Requires the formation of a HOA; and
    - ❖ Imposes additional design standards not imposed on MF rental development.

**The HOA requirement in SMC 17C.110.360 (Pocket Residential) is an impossible requirement for any small townhome or attached housing products.** Often there are just 2 to 6 units in size and there is no common area. Common maintenance is handled by a building covenant and does not require the formation of a separate HOA legal entity.

A far preferable approach is to alter the dimensional standards in Table SMC 17C. 110-3 for attached housing and single family developments. **In most cases the minimum dimensional standards should be set at “zero” and at a minimum low enough to encourage a wide variety of innovative housing forms.** This is especially important for street frontage, lot size and lot width standards. In the limited circumstances where the unit faces a public street and has a front entry garage accessing that street then a 25 foot lot width may be appropriate.

- If additional “design standards” are desired (as are imposed by Pocket Residential) they should be applied uniformly to both rental and homeownership products. Design standards should not be imposed on attached housing that are not imposed on rental housing simply because subdivision of lots is required.
- Finally, as noted below, buildings heights should be increased to 50 feet and minimum parking requirements should be eliminated for small projects of less than 12 contiguous units.

3. **Building Height:** The proposed changes remove the requirement for a maximum wall height but do not alter the building height of 35 feet. The current building height of 35 feet does not permit true three story buildings. A minimum of about 42 feet is required to build a three story building with a shallow pitched roof. **It is very restrictive to limit the building height in MF zones to the same height limit in low-density SF zones. The maximum building height in of the RMF and RHD should be raised to 50 feet.** Both the RMF and RHD have a minimum density of 15 dwelling units per acre (SMC 17C. 110-3). In actual practice it is nearly impossible to reach these minimum density requirements using two story buildings for either attached single family or MF structures.

4. **Parking:** Minimum parking requirements are very burdensome for urban infill development, especially in situations where there is no alley (which forces the use of front entry garages). Many jurisdictions are eliminating minimum parking requirements, especially for smaller scale projects (less than 12 units). **The proposed code changes make no change in minimum parking requirements.** The Council is considering a parking ordinance that would reduce parking requirements in certain MF zones that qualify for MF Tax Credit, but this will not benefit small scale MF homeownership development City wide. **The proposed infill regulation review should recommend the waiver of off street parking requirements for small projects in the RMF and RHD zones city wide.**

**From:** [Gwinn, Nathan](#)  
**To:** ["Jim Frank"](#)  
**Cc:** [Trautman, Heather](#)  
**Subject:** RE: Building Height  
**Date:** Thursday, June 28, 2018 5:23:01 PM

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Thank you, Jim, I will visit the building on my way out today. I Spoke with Heather and am looking forward to meeting with you hopefully sometime soon, as you discussed yesterday.

**Nathan Gwinn** | Assistant Planner | City of Spokane

509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

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**From:** Jim Frank [mailto:jfrank@greenstonehomes.com]  
**Sent:** Thursday, June 28, 2018 4:41 PM  
**To:** Gwinn, Nathan  
**Subject:** Building Height

This is the Elm Loft building that is 3 story over a parking garage with the garage underground. This building has a very shallow roof. As you can see this has an actual code elevation ( based on surrounding ground level) of 48'2". To be effective and allow three story building the building height must be not less than 50 feet. If you go to a lower height limit you will have either 2 story building or three story with flat roofs. Neither are appropriate for MF zones. This building has a very nice massing and scale, which you can see in person, and is complimentary to the small scale buildings across the street to the north and the townhomes across the alley to the south.



# 1 EAST ELEVATION

1/8" = 1'-0"



**From:** [Jim Frank](#)  
**To:** [Halvorson, Jacqui](#); [Kinder, Dawn](#); [Wolff, Charlie](#)  
**Cc:** [Batten, Christopher](#); [Beyreuther, Todd](#); [Brooks, Jacob](#); [Dellwo, Dennis](#); [Francis, Greg](#); [John Dietzman](#); [Kinnear, Lori](#); [Mike Baker](#); [Kienholz, Patricia](#); [Shook, Carole](#); [St. Clair, Sylvia](#); [Adams & Clark INC](#); [ALSC Architects P. S.](#); [Barb Biles](#); [Bekkedahl, Robin](#); [Bellessa, Buzz](#); [Belsby Engineering](#); [BENTHIN AND ASSOCIATES SCOTT DALE](#); [Byrd, Karen](#); [Chanse, Andrew](#); [City Council Members and Staff](#); [Craig](#); [Craig Anderson](#); [Delay, John](#); [Elias, Maria](#); [Veronica](#); [Fagan, Mike](#); [Feist, Marlene](#); [Goldstein, Flora J.](#); [Gregory Forsyth](#); [Hahn Engineering](#); [Hughes, Ryan](#); [Hume, Dwight](#); [Inc. Lydig Construction](#); [Inc. Studio Cascade](#); [Jay Bonnett](#); [Pederson, John](#); [John Pilcher](#); [John Stejer](#); [Kafentzis, Teresa](#); [Kay C](#); [Kelly Cruz](#); [Kelly, Mike](#); [Ken Van Voorhis](#); [Jim Kolva](#); [Kropp, Paul](#); [Lehman, Staci](#); [Madsen Mitchell Evenson & Conrad](#); [Mariane](#); [Markham, Suzanne](#); [Martin, Ann](#); [McDaniel, Adam](#); [Miller, Katherine E](#); [Minarik, Rod](#); [MMAH](#); [Ogden, C. Robert](#); [Olsen, Catherine](#); [Olson, Kerry D.](#); [Paras, George](#); [Patano, Ginger](#); [Patrick, Barbara](#); [Al Payne](#); [Plan Commission Members](#); [Planning - City of Spokane](#); [Pollard, Gary](#); [Tom Quigley](#); [Richman, James](#); [Brock, Robert W.](#); [Romero, Rick](#); [Sanders, Theresa](#); [Schreibels, Neal](#); [Spokane Area Economic Development](#); [Spokane Schools Kevin](#); [Stan Schwartz](#); [Stecher, Todd](#); [Davenport, Steve](#); [Stoddard, Alexandra](#); [Stratton, Karen](#); [Stuckart, Ben](#); [Greg Sweeney](#); [Taud Hume](#); [Taylor, Mike](#); [Toth, Robin](#); [Trabun, Steve](#); [Trautman, Heather](#); [Travis Nichols](#); [Varela & Associates](#); [Wittstruck, Melissa](#); [Jeffers, Christy](#); [Dellwo, Dennis](#); [Devin, Rebecca](#); [Dietzman, John](#); [Jacob Brooks](#); [Jernberg, Darcie](#); [Meuler, Louis](#); [Rick Dullanty](#); [Todd Beyreuther](#)  
**Subject:** Plan Commission Urban Infill MF Zone  
**Date:** Friday, June 29, 2018 10:31:17 AM  
**Attachments:** [MF Urban Infill Comments.docx](#)  
[Elm Street Apartments 3 story.pdf](#)

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All: I have been very passionate about the need for urban infill and the need for housing affordability. For two decades we have been on a slow walk to a housing crisis where middle income and young family find it increasingly difficult to afford a home. Some important steps have been taken by opening development options in SF neighborhoods and eliminating minimum parking requirements in parts of the City. The MF zones offer the best opportunity for urban infill development with higher permitted density and proximity to services. The current MF development standards enable large rental projects and make smaller attached housing projects (important to home ownership) nearly impossible. The preference given rental housing over home ownership in MF zones needs to end. I am hopeful that the work done by the Plan Commission will eliminate this preference. My comments on the changes needed are attached.

Thanks, Jim

## Urban Infill MDR and RDH Zone Classifications

To: Spokane Plan Commission; Plan Commission Distribution List

From: Jim Frank  
Greenstone Corporation

Date: June 26, 2018

Over the past ten years Greenstone has developed considerable experience in the development of urban infill projects in Spokane. We have a good understanding of the interface issues with existing neighborhoods, the regulatory barriers, and the acceptability of infill projects in the market place. I have been passionate about the importance of infill to our neighborhoods and the need for affordable housing.

The City Council, on recommendation from the Plan Commission, recently approved changes in the development code that will enable a broader range of housing products to be developed in low density residential zones. These changes are very helpful and a step in the right direction.

The Plan Commission is now considering changes to development regulations in the higher density multifamily zones. This is critical work if we are to meet our objectives for better quality urban development and goals for affordable housing. **The primary challenge in the multifamily zones is that they provide a preference for rental housing.** We can all see what is happening with development of large scale multifamily rental projects. What is not happening is homeownership in multifamily zones. We are not seeing higher density attached single family, townhomes and condominiums being developed as infill projects providing affordable home ownership. The lack of condominiums is the result burdensome regulatory and liability costs imposed by the State Condominium Act. The lack of attached single family and townhomes is the result of barriers in the City of Spokane development code that the Plan Commission is attempting to correct by the current infill program.

The Plan Commission is currently addressing three areas of concern in the MF zone development regulations:

- Dimensional standards: Lot width, lot size, site coverage and frontage on public streets
- Building Heights
- Parking requirements

Each of these areas play a very important role in regulating the type of development that we want to occur in our neighborhoods. I would like to address each of these areas and provide comment on the direction we need to move to meet our shared goals.

## **Dimensional Standards:**

The standards that govern development in residential zones are found in SMC 17C.110.200. This section includes Table 17C.110-3, setting out all of the development standards for residential zones. The standards for the RMF and the RHD zones are found in this table and are broken out by use type (Multi-Dwelling, Attached Houses, Detached Houses and Duplexes).

In general the developments standards in table 17C.100-3 pose little or no restriction to the development large multi-dwelling buildings. This is apparent from what you see happening in the community. “Attached Homes”, the primary tool for home ownership in multifamily zones, are severely limited by the standards outlined in Table 17C.100-3. This is due primarily to the fact that attached housing products (and thus homeownership) require subdivisions to create a lot for each dwelling unit. The fundamental difference between multi-family dwelling and single family (attached or detached) is land ownership. Multifamily units do not require land ownership for each unit, as is required for attached single family (such as townhomes). Because the lots for attached homes are very small (sometimes no larger than the footprint of the building) and are clustered in a way that they do not have street frontage the current standards essentially prevent attached home development in MF zones. Below is a summary of issues related to dimensional standards in table 17C.110.3

**Minimum Lot Area:** Currently the lot area requirement for both RMF and RHD is 1,600 SF. This minimum lot size is too large for many townhomes where in many cases the “lot” is the footprint of the building. No changes are being recommended. My recommendation that Minimum Lot Area is “zero”. “Lot Size” is essentially a suburban density control mechanism. It is not important in MF zones and density is already regulated. In MF zone it is preferable to regulate by density not lot size.

**Minimum Lot Frontage and Width:** The current standard is “36 feet or 16 feet with alley parking and no street curb cut”. The current recommendation is to reduce lot width and frontage to 25 feet.

**Where a lot has frontage on a public street and garage access is provided from the public street to a garage then I believe reducing the frontage requirement from 36 feet to 25 feet is a mistake.** This will result in the entire street frontage being a garage door. Under these circumstances I would recommend that the frontage (lot width) be the lower of 36 feet or the width where the garage width does not exceed 60 percent of the lot width. This would allow flexibility for either 1 or 2 garage doors and will ensure that at least 40% of the lot frontage is not a garage door. If the frontage is reduced to 25 feet for front entry units on a public street then 80% or more of the frontage will be garage door (assuming a 20 foot 2 are garage door). In my opinion this is not type of infill development we want to encourage.

Where the lot does not have frontage on a public street and the unit is accessed from an alley or shared parking (or where no garage is attached to the unit) then the lot width is no longer relevant and should be “zero”. By not regulating lot width where there is no garage attached to the unit or where the garage is on an alley you open up creative solutions to the placement of the buildings without adversely impacting the public street frontage.

**Lot Depth:** The current standard is 25 feet. While this is not a significant issue, and no change is being recommended, the better approach is to set this at “zero” to allow design flexibility.

**Maximum Building Coverage:** The current standard of 50% (60% for large parcels in RHD) is not a problem for large apartment complexes where large portions of the site are parking fields or private driveways. **Site coverage standards effectively prevent attached home development in many cases.** For attached homes on small lots where the garage is internal to the unit their site coverage is very high and will always be near 100%. No change is being proposed. I would recommend 100% site coverage for attached homes.

**Pocket Residential Development:** There is apparently a belief that using the Pocket Residential (SMC 17C.110.360) allows subdivision deviations from the above standards. **The Pocket Residential exception to the subdivision standards was designed for small “attached homes” in SF neighborhoods. While it is applicable to RHD and MDR zones it contains problems that make it use very limited:**

- First, it is only available for small development parcels of less than 1.5 acres. Many infill parcels will be larger. This requires the use of the PUD process to obtain standards deviation for larger parcels. The PUD process is so burdensome that in the 10 years since adoption it has never been used.
- Second, Pocket Residential requires the formation of a homeowners association, which is not required by standard subdivision. Most town home projects without common areas do not form an HOA as they are costly and burdensome.
- Finally, the pocket residential imposes significant design standards (not imposed upon rental apartments) that were intended for projects located in low density SF zones and are not appropriate for higher density projects in MF zones. Attached housing should be governed by the same design standards applied to multi-family projects.

**The subdivision of lots for attached housing should not be required to revert to alternative subdivisions processes like Pocket Residential. They should be allowed under normal subdivision standards.**

### **Building Heights:**

Currently the building height in the RMF and the RHD zones is 35 feet. This is the same height limit that is imposed in the low density RSF zone. This height limit is very restrictive and burdensome and prevents meeting the density targets that have been set for the multifamily zones. **In order to achieve 3 story buildings with a reasonable roof pitch a 50 feet height limit is required.** I recommend the height limit be increased to 50 feet in both the RMF and the RHD.

### **Parking:**

**Minimum parking standards impose a heavy burden on the development of infill housing and often result in the degradation of the residential streetscape dominated by front entry garages.** The City has taken a significant step forward in eliminating the parking requirements in limited areas of the city. The Plan Commission should take further steps to reduce the parking standards for small projects. The City already eliminates the parking requirement for small commercial buildings in neighborhood retail locations. The same policy should apply to small residential buildings. The threshold could be 6 units. This would greatly benefit urban infill with small projects where an alley is not present, eliminating the need for front entry garages from the street.



# 1 EAST ELEVATION

1/8" = 1'-0"

**From:** [Gwinn, Nathan](#)  
**To:** [Kienholz, Patricia](#); "Jim Frank"  
**Cc:** [Trautman, Heather](#); [Stuckart, Ben](#); [Burke, Kate M.](#); [Dellwo, Dennis](#); [Beggs, Breean](#); ["chrisv@communityframeworks.org"](#)  
**Subject:** RE: Urban Infill and Multifamily Zone Development Standards  
**Date:** Thursday, July 05, 2018 2:41:01 PM

---

Hello Patricia and Jim:

Thank you for your comments and for forwarding Chris Venne's response. I will include these in the public record for the file.

Sincerely,

**Nathan Gwinn** | Assistant Planner | City of Spokane

509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

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**From:** Kienholz, Patricia  
**Sent:** Thursday, July 05, 2018 1:29 PM  
**To:** Jim Frank; Trautman, Heather; Gwinn, Nathan; Stuckart, Ben; Burke, Kate M.; Dellwo, Dennis; Beggs, Breean  
**Subject:** Re: Urban Infill and Multifamily Zone Development Standards

I agree.

Get [Outlook for iOS](#)

On Thu, Jul 5, 2018 at 12:34 PM -0700, "Jim Frank" <[jfrank@greenstonehomes.com](mailto:jfrank@greenstonehomes.com)> wrote:

The changes necessary to the urban infill development standards are not just a private sector issue. They also impact all of the non-profits that are struggling to provide affordable housing. See the comments from Chris Venne below.

Jim Frank  
Greenstone Corporation

Enriched Living. Lasting Value.  
[www.greenstonehomes.com](http://www.greenstonehomes.com)

Begin forwarded message:

**From:** Chris Venne <[chrisv@communityframeworks.org](mailto:chrisv@communityframeworks.org)>  
**Date:** 5 July 2018 at 11:51:08 AM GMT-7  
**To:** Jim Frank <[jfrank@greenstonehomes.com](mailto:jfrank@greenstonehomes.com)>, Rob Brewster <[rob.brewster@gmail.com](mailto:rob.brewster@gmail.com)>, Better Spokane Michael Cathcart <[mcathcart@betterspokane.org](mailto:mcathcart@betterspokane.org)>, Arthur Whitten <[AWhitten@shba.com](mailto:AWhitten@shba.com)>, Ron Wells <[ronwells@wellsandcompany.biz](mailto:ronwells@wellsandcompany.biz)>, Barry Baker <[bbaker@bakerconstruct.com](mailto:bbaker@bakerconstruct.com)>, Gary Bernardo <[gbernardo@bwarch.com](mailto:gbernardo@bwarch.com)>,

Michelle Girardot <[MGirardot@habitat-spokane.org](mailto:MGirardot@habitat-spokane.org)>, Dave Roberts  
<[daver@spokanehousingventures.org](mailto:daver@spokanehousingventures.org)>, Tom Power <[tomcpower@gmail.com](mailto:tomcpower@gmail.com)>,  
Elizabeth Tobias <[elizabethtobias18@gmail.com](mailto:elizabethtobias18@gmail.com)>

**Subject: RE: Urban Infill and Multifamily Zone Development Standards**

Jim--we strongly agree with your comments. It should not be more difficult and costly to develop for home ownership than it is for rental. If anything, the city should incentivize the development of home ownership opportunities for low and moderate income families, especially in urban infill areas. Increased home ownership will help families, stabilize neighborhoods and improve the City as a whole. The steps you outline would help make it possible to increase homeownership where it is desirable and needed.

-----Original Message-----

From: Jim Frank <[jfrank@greenstonehomes.com](mailto:jfrank@greenstonehomes.com)>

Sent: Sunday, June 24, 2018 5:17 PM

To: Rob Brewster <[rob.brewster@gmail.com](mailto:rob.brewster@gmail.com)>; Better Spokane Michael Cathcart  
<[mcathcart@betterspokane.org](mailto:mcathcart@betterspokane.org)>; Arthur Whitten <[AWhitten@shba.com](mailto:AWhitten@shba.com)>; Ron  
Wells <[ronwells@wellsandcompany.biz](mailto:ronwells@wellsandcompany.biz)>; Barry Baker  
<[bbaker@bakerconstruct.com](mailto:bbaker@bakerconstruct.com)>; Gary Bernardo <[gbernardo@bwarch.com](mailto:gbernardo@bwarch.com)>;  
Chris Venne <[chrisv@communityframeworks.org](mailto:chrisv@communityframeworks.org)>; Michelle Girardot  
<[MGirardot@habitat-spokane.org](mailto:MGirardot@habitat-spokane.org)>; Dave Roberts  
<[daver@spokanehousingventures.org](mailto:daver@spokanehousingventures.org)>; Tom Power <[tomcpower@gmail.com](mailto:tomcpower@gmail.com)>;  
Elizabeth Tobias <[elizabethtobias18@gmail.com](mailto:elizabethtobias18@gmail.com)>

Subject: Urban Infill and Multifamily Zone Development Standards

The Spokane City Planning staff is recommending changes to the MF development standards to encourage more urban infill in multifamily zones and to encourage home ownership in MF zones. What they have proposed falls far short of what is required. The current MF zone development standards essentially prevent the development of attached housing, such as townhomes.

They are allowed in Kendall Yards only because we have a grandfathered PUD approval. Kendall yards could not be developed under the existing and proposed development regulations.

I have attached my comments that will be forwarded to staff, Planning Commission and City Council. It would be helpful if my comments would have broad support. I will copy you on the transmittal of my comments. If you agree with my comments you can express your support in a "reply all" response.

Please let me know if you have any questions.

Thanks, Jim



**From:** [Gwinn, Nathan](#)  
**To:** ["Antonia DePasquale"](#)  
**Cc:** [Trautman, Heather](#); [Kinnear, Lori](#); [Robynn Sleep](#); [Stuckart, Ben](#); [Beggs, Breean](#); [Spell, Angel](#)  
**Subject:** RE: Infill Lacks Amendments to Protect our Amazing Urban Forest  
**Date:** Monday, July 09, 2018 11:58:01 AM

---

Thank you, Toni, I will be sure to include this message in the record.

Sincerely,

**Nathan Gwinn** | Assistant Planner | City of Spokane

509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

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**From:** Antonia DePasquale [mailto:depasquale5@yahoo.com]  
**Sent:** Monday, July 09, 2018 8:48 AM  
**To:** Gwinn, Nathan; Trautman, Heather; Kinnear, Lori; Robynn Sleep; Stuckart, Ben; Beggs, Breean; Spell, Angel  
**Subject:** Infill Lacks Amendments to Protect our Amazing Urban Forest

Hi Nate,

I am hoping you can add these comments to the Public Record in regards to infill hearing set for Wednesday, July 11 at 4:00. I am not able to attend as family is in town and we are heading up to Deer Lake. I have also included a friend, that will be present at the hearing. Overall, I have serious concerns about the state of our Urban Forest and Spokane's Natural Assets. I do not feel that are any Infill protections or incentives for Developers to develop responsibly (keeping our Basalt Rock Formations in tact and our Native Ponderosa Forest as is) in Spokane. I was in Bend, Oregon in September, so I know it can be done.

Before I can support any Amendments such as Building Heights and Parking Set back requirements, there needs to be Amendments added to the infill Ordinance, so our Green Space on South Hill is not decimated and is conserved for future generations to enjoy and what makes Spokane a Destination City. I am asking that City Planners add Urban Forest Protection Amendments, ASAP:

- 1) Landscape Requirements, that require developers to keep Mature Ponderosa Pines,
- 2) Amendment that adds Ponderosa Pines as a contributor factor that assists on our city's Storm Water Mitigation issues
- 3) That Restoration and "Plantings" of these lots be the planting of Ponderosa or other Evergreens, not just corporate Deciduous or Ornamental Grass.
- 4) Significant Transition zones established to Keep Mature Ponderosa Pines

**Here are some Examples of Irresponsible Development, Completely Clearcut on Ray Street and near Manito Golf Course in Recent Months:**











Here are some Examples of how we Can develop Responsibly:















**Thank You,**  
**Toni Depasquale- Sharkey**

**From:** [Gwinn, Nathan](#)  
**To:** ["Jim Frank"](#)  
**Cc:** ["gbernardo@bwarch.com"](mailto:gbernardo@bwarch.com)  
**Subject:** RE: Infill Regs  
**Date:** Monday, July 09, 2018 9:45:00 AM

---

Thank you, Jim, I will be sure to include it in the record. I will also add Mr. Bernardo to the email contact list for the infill development project.

Sincerely,

**Nathan Gwinn** | Assistant Planner | City of Spokane

509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

---

**From:** Jim Frank [mailto:jfrank@greenstonehomes.com]  
**Sent:** Monday, July 09, 2018 9:32 AM  
**To:** Gwinn, Nathan  
**Subject:** Infill Regs

Nathan..below is a response from Gary Bernardo that we would like to be part of the record.

Thanks, Jim

Jim:

Thanks for the opportunity to review and comment on your thoughts regarding the development standards. I don't typically blindly endorse these kinds of things that come from colleagues and clients without doing my own research and relying on what our experience has been trying to create projects and work within development standards that don't seem in harmony with the what the larger intent is.

That said, at least from my perspective, I think your comments on really on-point and mirror our experience, especially on infill or smaller lots where "conventional" projects may have bypassed and orphaned challenging parcels that really are prime opportunities given a little creativity on the part of the developer and design team, and appropriate development standards.

I hope the City carefully considers your perspective and if we can support that in any way, please contact me.

Best regards,

Gary

GARY BERNARDO AIA, NCARB | Principal

Bernardo|Wills Architects PC | [153 South Jefferson Street, Spokane, WA 99201](#)  
MAIN [509.838.4511](tel:509.838.4511), ext. 8020 | [www.bernardowills.com](http://www.bernardowills.com)

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July 9, 2018

Spokane City Plan Commission  
Spokane City Hall  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

**Re: Infill Code Revisions to Multi-Family Standards**

**To: President Dellwo, Vice President Beyreuther, Commissioner Dietzman, Commissioner Shook, Commissioner St. Clair, Commissioner Francis, Commissioner Kienholz, Commissioner Baker, Commissioner Batten and Commissioner Painter**

Thank you for the opportunity to comment on behalf of the Spokane Home Builders Association (SHBA) regarding the second phase of infill code revisions related to multi-family development. As we look at this and proposals to come, it is imperative that we keep the goal of code amendments that produce more attainable housing inventory, both rental and owner-occupied, at the forefront of each policy decision.

In its current form, the proposed code amendments make some minor progress; however ultimately need to go farther to provide opportunity for the development of new medium to high density infill housing. SHBA asks that the Plan Commission consider and adopt the following amendment in their deliberations and recommendation to the City Council.

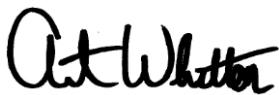
**Increase Building Heights to 50 Feet in the RMF and RHD Zones**

The intent of the proposed code amendment is to allow for true three story residential structures in the RMF and RHD zonings. However, while wall heights are proposed to be increased to 35 feet, overall building height is not amended appropriately to fully allow for the greatest variety of housing and roofing options. Our membership impacted by this code has expressed that a 50 ft building height is necessary to fully accommodate a three story structure with a pitched roof. This update would be consistent with the current building heights allowed by Spokane Valley and Spokane County in their high density zonings.

Existing density for RMF requires a minimum density of 15 units per acre with a 30 unit per acre maximum, a requirement that is currently challenging to achieve under today's development regulations. **Building height should be amended to 50 feet in the RMF and RHD zonings** to allow for three story multifamily buildings that allow builders to achieve the density goals of the comprehensive plan. City leaders have expressed density as being the policy driver for new code amendments. Today's building heights code is restrictive and a barrier to new attainable housing.

SHBA appreciates the ongoing focus of the City of Spokane to take a comprehensive look at its development regulations for opportunities to expand local free market housing options. Please contact me with any questions.

Best Regards,



Arthur Whitten

Director of Government Affairs

**CC:** Mayor David Condon, City Council President Ben Stuckart, Planning Director Heather Trautman, City Planner Nathan Gwinn



July 10, 2018

Spokane Plan Commission  
808 W Spokane Falls Blvd  
Spokane WA 99201

Dear Members of the Plan Commission,

City staff has been doing an amazing job moving forward with the recommendations of the Infill Committee. This has been a thorough process and well worth the time spent by staff, the Commission, and the Council.

We currently see a housing crunch at all levels. The lack of buildable land, low rental vacancies, and the lack of supply has led to housing affordability issues in the city.

If we wish to address this housing crunch and continue to provide city services at the level our citizens' demand, we must increase the number of people living in Spokane. This requires a community-wide effort to provide a mix of rental properties and home ownership opportunities.

To help us meet our Strategic Plan objective of increasing available housing, I strongly support the following improvements to the infill development proposals being considered by the Plan Commission:

- 1) I support changing the height from 35 ft. to 50 ft. in RMF and RHD zones. I am aware of the concerns that 35 ft. will only allow 3 stories with flat roofs. A potential compromise is to maintain the 3 story restriction but allow the height of the building to be 50 ft. This change allows for a builder to provide a housing product that matches the neighborhood character while helping the city reach our density goals.
- 2) I support changing RMF and RHD to none on minimum size, minimum lot width, lot dimensions and site coverage in table 17C.110-3. The current minimums make it practically impossible to build townhomes. We should actively encourage townhomes in RMF and RHD zones to help us meet our

goals of increasing a mix of rental properties and home ownership opportunities.

- 3) I support eliminating parking minimums for small (6 or less) attached houses in RMF and RHD zones. Again, this small change will allow townhomes to be built to provide a mix of rental and home ownership opportunities.

I hope you will consider making these changes now before it comes before the City Council for final consideration. Thank you for investing your time, knowledge, and experience in helping us address housing access in our city.

Sincerely,

A handwritten signature in black ink that reads "Ben Stuckart". The signature is written in a cursive, slightly slanted style.

Ben Stuckart  
President, Spokane City Council

Robynn Sleep  
1414 W 10<sup>th</sup> Ave  
Spokane, WA 99204  
509-842-8406

July 11, 2018

Nathan Gwinn, Assistant Planner  
Heather Trautman, Acting Director  
Spokane Planning and Development Department  
ngwinn@spokanecity.org

Subject: Comment intended to alter the SEPA finding of DNS pertaining to text amendments to Development Code revisions pertaining to infill development, issued June 27, 2018

Dear Lead Agency,

I believe the Lead Agency's Determination of Nonsignificance is in error because the proposal is likely to have significant, adverse environmental impacts and should be given a Determination of Significance. The proposal is characterized as a non-project action and maintains that all environmental impacts will be adequately addressed on a site by site basis. I dispute this and request a Determination of Significance and an Environmental Impact Statement, for the following reasons:

The proposal allows construction and development alteration of the landscape at a greater intensity and faster rate than if it were not implemented; indeed, this is the very purpose of the proposal.

The probable environmental effect of the intense densification enabled, supported and promoted by this proposal is on the watershed scale, which can not be adequately addressed on a site by site basis.

This proposal poses a grave and immediate danger to Spokane's tree canopy, a vital element of our natural infrastructure. An intact, functioning urban forest, composed of public and private trees, is a public benefit and must be managed as such to ensure its ability to provide the ecosystem services vital to residents and the river. The proposal directly compromises the integrity and functioning of our urban forest by failing to include any provisions to protect it. Any single development site, or all of them, could be clear cut of mature trees.

The answers to the questions in Section D of the Environmental checklist are misleading and incorrect because they are answered too narrowly by characterizing it as a non-project action and claiming no effect on discharges, plants, animals and fish, depletion of natural resources, potential affect on environmentally sensitive areas, land and shoreline use, and impacts on public transportation and services. By not acknowledging responsibility for the intensity and rate of adverse environmental impacts unleashed by this proposal, the city is failing in its legal and moral duty to protect the environment and its residents

The answers to questions in Section D, if not denying environmental impact, or outright stating that no environmental mitigation measures are included, speculate as to environmental benefits. Speculation is not enough, an Environmental Impact Statement needs to be done. This needs to include a tree canopy inventory, which is essential to the responsible management of the urban forest.

Thank you for your consideration of these comments.

Robynn Sleep, city resident

**From:** [Gwinn, Nathan](#)  
**To:** ["Jim Frank"](#)  
**Cc:** [Black, Tirrell](#); [Palmquist, Tami](#)  
**Subject:** RE: Front yard requirements for driveways and landscaping  
**Date:** Friday, July 27, 2018 3:53:01 PM

---

Good afternoon Jim,

Thank you for your response. We will take these suggestions under consideration as the revised draft is prepared. I will also include this message in the public record for the file.

Sincerely,

**Nathan Gwinn** | Assistant Planner | City of Spokane

509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

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**From:** Jim Frank [mailto:jfrank@greenstonehomes.com]  
**Sent:** Thursday, July 26, 2018 10:45 AM  
**To:** Gwinn, Nathan  
**Cc:** Black, Tirrell; Palmquist, Tami  
**Subject:** Re: Front yard requirements for driveways and landscaping

See notes below.

Jim Frank  
Greenstone Corporation

Enriched Living. Lasting Value.  
[www.greenstonehomes.com](http://www.greenstonehomes.com)

On 24/07/2018, at 3:04 PM, Gwinn, Nathan <[ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)> wrote:

Hi Jim,

Below are existing code provisions I said I would follow up on from our discussion this morning.

- [SMC 17C.110.310](#)(E)(2)(b) requires 60 percent of area between the front lot line and the building to be landscaped, with up to one-third of this area for recreational use such as patios. This design standard applies in all residential zones to detached houses on lots 40 feet or less wide, duplexes, and attached housing. This design standard is repeated in [SMC 17C.110.350](#)(F)(2)(c) for cottage housing and [SMC 17C.110.360](#)(E)(5)(b) for pocket residential development.

*This probably acceptable if the landscape area is dropped to 50% in the multifamily Zones.*



- [SMC 17C.110.208](#)(E)(3)(a) requires lots to be configured so that new garage walls facing the street are limited to 50 percent of the length of the street-facing building façade. This standard applies in the RA, RSF, RSF-C, and RTF zones to garages on lots that are 36 feet or less wide and accessory to houses, attached houses, manufactured homes, and duplexes. Intent statements in the same section cite compatibility with existing lots, and avoiding having the garage door as the dominant feature of the front of a house. **\*Note this requirement does not apply in the RMF or RHD zones.\***

<image007.jpg>

*Since this does not apply in RMF and RHD it is apparently not an issue.*

- [SMC 17C.230.145](#)(C)(4)(b) limits driveways to 20 percent of the land area between the front lot line and the front building line, with an exception for at least a 9-foot-wide vehicle area. This requirement applies to residential uses in areas including the RTF, RMF, and RHD zones. A related intent statement in this section states that the size and placement of vehicle parking areas are regulated in order to enhance the appearance of neighborhoods.

*This needs to be modified as part of the modification of lot dimensional requirements. If you limit the garage width to not more than 60% of the lot width (not building facade) on any lot smaller than 36 feet.*

Sincerely,

<image001.jpg>

**Nathan Gwinn** | Assistant Planner | Planning & Development

509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

<image002.png> <image003.png> <image004.png>

## Gwinn, Nathan

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**From:** Arthur Whitten <AWhitten@shba.com>  
**Sent:** Monday, September 10, 2018 10:59 AM  
**To:** Jim Frank; Black, Tirrell  
**Cc:** Stuckart, Ben; Trautman, Heather; Gwinn, Nathan; Rob Brewster; Josh Hissong; Gary Bernardo; Wolff, Charlie  
**Subject:** RE: Infill Schedule at Plan Commission COS

SHBA agrees with these comments. It is inherently restrictive to regulate RMF and RHD like single family zonings or to only permit certain construction types through narrow exceptions in the residential zonings designated for the highest densities.

---

**From:** Jim Frank [mailto:jfrank@greenstonehomes.com]  
**Sent:** Saturday, September 08, 2018 2:31 AM  
**To:** Black, Tirrell  
**Cc:** Stuckart, Ben; Trautman, Heather; Gwinn, Nathan; Arthur Whitten; Rob Brewster; Josh Hissong; Gary Bernardo; Charlie Wolff  
**Subject:** Re: Infill Schedule at Plan Commission COS

Tirrell. I am out of town and will not be able to attend the September 12th meeting. Regarding the building height language (increase to 50 feet): It would be far better to change the number in table 17C rather than a new section requiring a pitched roof. I have had both an architect and a developer say this language is preventing flat roof 3 story building over a parking podium. Most parking podiums are not fully under ground. There is no apparent reason for this limitation of requiring pitched roofs over 35 feet in MF zones. We need to be encouraging both density and structured parking.

Sustainable mobility and transit require higher density. We need to “encourage” higher densities not just permit it under limited circumstances. Design is important and should be addressed in “design guidelines” uniformly applied.

Jim

Jim

Sent from my iPhone

On Sep 7, 2018, at 11:20 PM, Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)> wrote:

Hi Jim,

We have a document prepared for the Plan Commission meeting next week that we wanted to share with you. I have also included the infill packet for the PC Agenda. That should be going out soon – I believe you are on the distribution list.

You can see the topics that we will be covering at the various plan commission workshops prior to November. At the upcoming Sept 12 meeting there is only 15 minutes to present so Nate is going to talk about the schedule and present that actual language re the height (also in the PC Packet).

Additionally Nate is working on community outreach at the Logan block party on Sept 13 and the Cliff-Cannon block party on September 15.

If you have time and/or interest in checking in with us on how the draft is progressing, please let us know a day/time that works to meet.

Sincerely,

<image005.jpg>

**Tirrell Black, AICP** | City of Spokane | Associate Planner

509.625-6185 | main 509.625-6300 | [tblack@spokanecity.org](mailto:tblack@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

<image006.png> <image007.png> <image008.png>

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

---

**From:** Jim Frank <[jfrank@greenstonehomes.com](mailto:jfrank@greenstonehomes.com)>

**Sent:** Saturday, August 25, 2018 10:10 AM

**To:** Gwinn, Nathan <[ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)>; Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>; Trautman, Heather <[htrautman@spokanecity.org](mailto:htrautman@spokanecity.org)>; Kinder, Dawn <[dkinder@spokanecity.org](mailto:dkinder@spokanecity.org)>; Rob Brewster <[rob.brewster@gmail.com](mailto:rob.brewster@gmail.com)>; Arthur Whitten <[AWWhitten@shba.com](mailto:AWWhitten@shba.com)>

**Subject:** Townhomes

Dealing with the entire urban infill code review process has been very frustrating. The photos below show the type of MF development permitted with virtually no regulatory barriers. However, regulatory barriers prevent development of townhomes for homeownership simply because subdivision is required.

You will get the type of development your code permits. This is what your code has permitted. I'm really glad we have the street frontage, lot size and site coverage standards to protect the neighborhood.

Jim

<image001.png>

<image002.png>

<image003.png>

<image004.png>

Jim Frank  
Greenstone Corporation

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<2018-09-12-pc-agenda-packet-infill-code-workshop.pdf>



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SEP 18 2018

PLANNING & DEVELOPMENT

**COMMENT SHEET**

**Code Amendments for Attached Houses and Multifamily Zones**

**September 2018**

**For more project info visit:**

**[my.spokanecity.org/projects/infill-housing-strategies-infill-development/](http://my.spokanecity.org/projects/infill-housing-strategies-infill-development/)**

**Name:** Bonnie Rae

**ADDRESS:** 72518 Morton St.

**PHONE NUMBER:** 489-5116

**E-MAIL CONTACT:** The last thing this neighborhood needs is more rentals. -

When I bought this house 45 years ago you could walk three or four blocks in any direction and not see a rented property. - Lawns were greener, people knew each other, litter was practically non-existent... all the things you would expect when residents have a vested interest in the place they live. - And that, simply put, is a mortgage. - I've had it up to here with all this talk about "Affordable Housing." - You folks -- or people like you -- are responsible for draconian monstrosities like the North/South Freeway boondoggle that has already bulldozed 600 affordable homes (and counting!). - Homes that low-income people could actually buy. - You seem to think cramming more rentals in is going to solve that problem? - So developers get richer? - And these low-income people you pretend to be so concerned about get to pay rent... which even you will have to agree is akin to lighting a wad of money afire with a Bic lighter every month. - No. - A thousand times No. -

I've read over this propaganda you folks were handing out at

Please feel free to share your questions, comments or concerns with us!

(over)

**Postal Mail** – fold this comment card in thirds, add postage and drop in the mail

**Phone** – call us at #625-6983

**E-mail** – write to us at [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)

Thank you... We look forward to hearing from you!



the Logan Block Party. - I honestly had to read parts of it two and three times to believe what I was seeing. - Zoning laws that have stood ~~a~~ a century or more -- and served Spokane well -- are to be trashed? - Three story apartment houses? - Shorter distances between buildings? - Larger "foot prints" on conventional city lots? - Fewer drive-ways? Are you people kidding? - Go ahead and do it in your own neighborhoods. - I'm pretty certain none of you planning commission people live where I live. -

And before I run out of writing space, let me say one more thing. - Calling tacky apartments "Townhouses" doesn't make them any less tacky. - They're still apartments. - And they'd still be an abomination in this old neighborhood where a lot of us still take some pride in our property. - Our property. - Not some landlord's. -



Planning & Development Services  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3343

Thanks for letting me vent. - I'm sure it won't make one iota of difference. -

*Xannie Roe*

City of Spokane  
Planning & Development Services  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3343

## Gwinn, Nathan

---

**From:** Gwinn, Nathan  
**Sent:** Tuesday, October 2, 2018 3:42 PM  
**To:** 'JULIE BIGGERSTAFF'  
**Subject:** RE: proposed infill revisions comments

Hi Julie,

Thank you for your comment. I will add it to the public record for this file.

Sincerely,  
Nathan Gwinn



**Nathan Gwinn** | Assistant Planner | Planning & Development  
509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)



---

**From:** JULIE BIGGERSTAFF <[rbiggerstaff@comcast.net](mailto:rbiggerstaff@comcast.net)>  
**Sent:** Tuesday, October 2, 2018 11:30 AM  
**To:** Gwinn, Nathan <[ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)>  
**Subject:** proposed infill revisions comments

Hi Nathan,

I'm a member of the Browne's Addition Neighborhood Council (BANC) and am writing in general support of the in-fill revisions, WITH the caveat that they won't work well for all neighborhoods, specifically those of us with many historic homes and narrow streets where parking, car vandalism and snow removal are huge issues. I would wish that the city would be more amenable to working with neighborhoods for historic protection of structures, so as to protect the investment of folks who are already residents/owners. Browne' Addition is, as you may know, working for a local historic designation, to help incentivize owners to fix up, rather than tear down, historic structures, to keep the visual fabric and structural history of the neighborhood intact. Unfortunately, the city is requiring a 50%+1 vote, with non-votes (un-returned ballots) counted as a 'no'. The members of city council and the mayor did not achieve their offices with this type of voting system, yet that's what is required of us, a neighborhood with a high number/percentage of landlords who don't live in the city, let alone the neighborhood. We are frustrated as a neighborhood at the daunting task of getting landlords who won't even take care of their properties, to vote.

The revisions as I understand them, would not be helpful to the quality of life in our neighborhood, but may really help other neighborhoods revitalize, so again, my feelings are mixed. Putting more cars on our streets, particularly the N/S streets is hazardous due to limited emergency vehicle access being blocked (come drive around the neighborhood to see what I mean) and building large scale buildings that 'dwarf' the other buildings within a neighborhood like ours blocks people's view and constricts sense of space.....in a densely built neighborhood. Having good set-backs, porches, etc., even with dense building, helps maintain a sense of space...you'll feel the difference when you drive by the new development on Chestnut by Coeur d'Alene Park and the one of Coeur d'Alene Ave overlooking Latah creek; both have small set-backs and received exemptions to building height restrictions.

I do believe that vacant lots could and should be used to build affordable housing and that use of current city infrastructure (garbage collection, sewer and water) rather than further urban sprawl makes good economic sense; however, I would point out that in BA, of the two recent developments that resulted in historic structures being torn down, neither resulted in 'affordable housing'. If these revisions are going to pass, I believe there MUST be a requirement with them that a certain % of the units built be truly affordable and available to, for example, section 8 holders. I also believe that further exemptions to the revisions as passed should not be further possible; people trying to make money are always trying eke out just that little bit more.....

Can these be based on true in-fill only (vacant lot), versus the situation we will continue to have if the historic district project is not approved (tear down and re-build)?

Greed and money are powerful motivators and we know from current landlords in the neighborhood, that there are property owners in BA that would tear down anything to put in a 10 story apartment complex if they could get away with it.

Thanks much,

Julie Biggerstaff



## Gwinn, Nathan

---

**From:** Garcia, Luis  
**Sent:** Wednesday, October 3, 2018 10:50 AM  
**To:** Gwinn, Nathan; Kruger, Teresa  
**Subject:** RE: Attached Housing (see notes) in Multifamily Zones - Parking Requirements

Nathan,

Following up on our meeting for the Attached Housing provisions pertaining to parking changes. Parking would like to note that the relaxation of off-street parking requirements will certainly bring additional enforcement for the Parking Enforcement Officers as the struggle for access to the parking that is adjacent and in the immediate vicinity will increase from existing conditions. While it is understood that the intent is to maximize the land use and with the increase in mass transit may alleviate this conflict, the parking program will have an increase in budget needs to show attention to complaints as they are submitted. Parking therefore requests that this impact be noted in your staff report on potential budget impacts.

Let me know if you have any questions.

Luis Garcia CBO, CSBA | City of Spokane | Enforcement Supervisor  
509.625.6850 | lgarcia@spokanecity.org | spokanecity.org

-----Original Message-----

**From:** Gwinn, Nathan  
**Sent:** Tuesday, October 2, 2018 10:24 PM  
**To:** Garcia, Luis <lgarcia@spokanecity.org>; Kruger, Teresa <tkruger@spokanecity.org>  
**Subject:** FW: Attached Housing (see notes) in Multifamily Zones - Parking Requirements

Hey Luis and Teresa, attached is the PPT presentation and draft options 1 and 2 (underlined text in Word document on the bottom of page 1 and top of page 2-paragraph F). I would be pleased to share any comments you have with the Plan Commission. I'll be submitting their packet at the end of business Wednesday.

Thanks,  
Nate

---

**From:** Gwinn, Nathan  
**Sent:** Tuesday, October 02, 2018 10:30 AM  
**To:** Hughes, Rick  
**Subject:** RE: Attached Housing (see notes) in Multifamily Zones - Parking Requirements

Hi Rick,

Thanks for the call.

For reference, attached is April's powerpoint presentation from the meeting, as well as the draft text (bottom of page 1 and top of page 2) that the Plan Commission will review in the meeting next week.

Thanks again,

Nate Gwinn

From: Gunderson, April

Sent: Wednesday, September 26, 2018 5:06 PM

To: Gwinn, Nathan <ngwinn@spokanecity.org>; Garcia, Luis <lgarcia@spokanecity.org>; Trautman, Heather <htrautman@spokanecity.org>; Palmquist, Tami <tpalmquist@spokanecity.org>; Black, Tirrell <tblack@spokanecity.org>; Becker, Kris <kbecker@spokanecity.org>; Schenk, Andrew <aschenk@spokanecity.org>; Turner, Bob <bturner@spokanecity.org>; Kaatz, Robert <rkaatz@spokanecity.org>

Cc: Kruger, Teresa <tkruger@spokanecity.org>

Subject: RE: Attached Housing (see notes) in Multifamily Zones - Parking Requirements

Hi all,

Thank you for attending this meeting and providing feedback. Attached is the PowerPoint from today. If you have any comments, please provide them to Nathan Gwinn by Wednesday, October 3 at 5pm.

Thank you!

[City-Logo\_2-color\_jpg]

April Gunderson | Project Planner | Neighborhood and Planning Services

509.625.6965 | fax 509.625.6013 | agunderson@spokanecity.org<mailto:agunderson@spokanecity.org> | my.spokanecity.org<https://my.spokanecity.org/>

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-----Original Appointment-----

From: Gwinn, Nathan

Sent: Monday, September 17, 2018 9:34 AM

To: Gwinn, Nathan; Garcia, Luis; Gunderson, April; Trautman, Heather; Palmquist, Tami; Black, Tirrell; Becker, Kris; Schenk, Andrew; Turner, Bob; Kaatz, Robert

Subject: Attached Housing (see notes) in Multifamily Zones - Parking Requirements

When: Wednesday, September 26, 2018 1:00 PM-2:00 PM (UTC-08:00) Pacific Time (US & Canada).

Where: City Conference Room 3B

Section 17A.020.010<<https://my.spokanecity.org/smc/?Section=17A.020.010>>(AR) Attached Housing.

Two or more dwelling units that are single-family residences on individual lots attached by a common wall at a shared property line. These include:

1. Townhouses,
2. Row houses, and
3. Other similar structures

## Gwinn, Nathan

---

**From:** Hughes, Rick  
**Sent:** Wednesday, October 3, 2018 1:56 PM  
**To:** Gwinn, Nathan  
**Subject:** Reducing Minimum Parking Standards

Nathan,

The following are important issues and concerns that Solid Waste Collection has with reducing attached housing minimum parking requirements in multi-family zones:

- 1) Reduction in Automation Efficiency: In 1997, the City of Spokane chose to move from two (2) man manual rear-loading routes to one (1) man automated routes. To be successful in keeping rates low and reducing employee injuries, the trucks must be able to drive along the curb. Street parking requires the driver to exit the vehicle and manually move the container within reach of the truck. This increases injuries and decreases the amount of work each truck can do.
- 2) Reduction in Service Delivery: In areas such as Browne's Addition and Gonzaga where parking is inadequate now, there are instances where the vehicles along the curb are so close together that the driver cannot get the containers out in between them for collection. The residents get upset and do not want to pay the return trip charges because the vehicles are not theirs and they have no control over where people park.
- 3) Parking Enforcement Issues: Currently in areas with high amounts of street parking, illegal parking is an issue. When vehicles park closer to an alley entrance than legally allowed, drivers cannot turn out of the alley to exit. In areas where there is currently not enough street parking for the amount needed, there is often illegally parked vehicles in the alleys. In these cases, we either do not collect waste in those alleys or the drivers have to back out into traffic with limited visibility.
- 4) Snow Removal Issues: Berms created by plowing in residential areas often narrow the streets. Vehicles parked alongside the berms must be far enough away to open their doors. At times residential streets with parking on both sides can become unpassable.

If you need additional information or have any questions, please contact me.

Thank you,

**RICK HUGHES**  
**CITY OF SPOKANE SWCD**  
**COMMERCIAL SUPERVISOR**  
**509-625-7871**  
**509-343-9652**  
[RHUGHES@SPOKANECITY.ORG](mailto:RHUGHES@SPOKANECITY.ORG)

## Gwinn, Nathan

---

**From:** Kruger, Teresa  
**Sent:** Wednesday, October 3, 2018 4:15 PM  
**To:** Gwinn, Nathan  
**Subject:** RE: Attached Housing (see notes) in Multifamily Zones - Parking Requirements

Nate,

I see issues with both options.

When parking areas are reduced it only increases parking issues. More people will park illegally and unfortunately instead of changing behavior it becomes finger pointing to city govt. that allowed the reduction of parking spaces.

It is a no win situation.

Thank you.

Teresa

-----Original Message-----

**From:** Gwinn, Nathan  
**Sent:** Tuesday, October 2, 2018 10:24 PM  
**To:** Garcia, Luis <lgarcia@spokanecity.org>; Kruger, Teresa <tkruger@spokanecity.org>  
**Subject:** FW: Attached Housing (see notes) in Multifamily Zones - Parking Requirements

Hey Luis and Teresa, attached is the PPT presentation and draft options 1 and 2 (underlined text in Word document on the bottom of page 1 and top of page 2-paragraph F). I would be pleased to share any comments you have with the Plan Commission. I'll be submitting their packet at the end of business Wednesday.

Thanks,  
Nate

---

**From:** Gwinn, Nathan  
**Sent:** Tuesday, October 02, 2018 10:30 AM  
**To:** Hughes, Rick  
**Subject:** RE: Attached Housing (see notes) in Multifamily Zones - Parking Requirements

Hi Rick,

Thanks for the call.

For reference, attached is April's powerpoint presentation from the meeting, as well as the draft text (bottom of page 1 and top of page 2) that the Plan Commission will review in the meeting next week.

Thanks again,

Nate Gwinn

**From:** Gunderson, April  
**Sent:** Wednesday, September 26, 2018 5:06 PM  
**To:** Gwinn, Nathan <ngwinn@spokanecity.org>; Garcia, Luis <lgarcia@spokanecity.org>; Trautman, Heather <htrautman@spokanecity.org>; Palmquist, Tami <tpalmquist@spokanecity.org>; Black, Tirrell

<tblack@spokanecity.org>; Becker, Kris <kbecker@spokanecity.org>; Schenk, Andrew <aschenk@spokanecity.org>; Turner, Bob <bturner@spokanecity.org>; Kaatz, Robert <rkaatz@spokanecity.org>  
Cc: Kruger, Teresa <tkruger@spokanecity.org>  
Subject: RE: Attached Housing (see notes) in Multifamily Zones - Parking Requirements

Hi all,

Thank you for attending this meeting and providing feedback. Attached is the PowerPoint from today. If you have any comments, please provide them to Nathan Gwinn by Wednesday, October 3 at 5pm.

Thank you!

[City-Logo\_2-color\_jpg]

April Gunderson | Project Planner | Neighborhood and Planning Services

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-----Original Appointment-----

From: Gwinn, Nathan

Sent: Monday, September 17, 2018 9:34 AM

To: Gwinn, Nathan; Garcia, Luis; Gunderson, April; Trautman, Heather; Palmquist, Tami; Black, Tirrell; Becker, Kris; Schenk, Andrew; Turner, Bob; Kaatz, Robert

Subject: Attached Housing (see notes) in Multifamily Zones - Parking Requirements

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Where: City Conference Room 3B

Section 17A.020.010<<https://my.spokanecity.org/smc/?Section=17A.020.010>>(AR) Attached Housing.

Two or more dwelling units that are single-family residences on individual lots attached by a common wall at a shared property line. These include:

1. Townhouses,
2. Row houses, and
3. Other similar structures

**From:** Gwinn, Nathan  
**To:** ["Office of John Schram"](#)  
**Cc:** [Patricia Hansen](#)  
**Subject:** RE: infill feedback  
**Date:** Thursday, October 11, 2018 1:49:00 PM

---

Good afternoon Mr. Schram,

Yes, I will forward your comments to the Plan Commission and they will be made part of the public record for this file. Thank you for submitting them.

Sincerely,

Nathan Gwinn | Assistant Planner | Planning & Development  
509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

-----Original Message-----

From: Office of John Schram <[john.schram@lpl.com](mailto:john.schram@lpl.com)>  
Sent: Thursday, October 11, 2018 1:04 PM  
To: Gwinn, Nathan <[ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)>  
Cc: Patricia Hansen <[patricia@pahansen.com](mailto:patricia@pahansen.com)>  
Subject: infill feedback

Nate, I wanted to follow up from a presentation you did a while back to the Cliff Cannon neighborhood about the city's push to densify neighborhoods. Clearly the assumption that allowing bigger buildings on a neighborhood parcel will by default make any unit "affordable" is laughable at best and purposefully deceptive in the worse case. The infill changes proposed will not only NOT accomplish the desired affordable housing goals but will lead to an increase in street related parking issues in addition to allowing traditional single family home neighborhoods to retain their original and still desired feel. I as a business owner and neighborhood activist in the Cliff Cannon neighborhood respectfully ask the City of Spokane to cease this epic failure in the making. My general understanding is that having a denser neighborhood is not a goal of neighborhoods, only the city planners, politicians, and developers.

It also does not escape my notice that neighborhoods are now having to go down the path, with the city, to designate themselves as historic in nature just to try and stave off these types of efforts. I will encourage the planning commission as well to vote NO on these proposals as well and will trust you are able to forward my comments to them.

In your service,  
John A. Schram, CFP®  
Registered Principal  
LPL Financial  
Member FINRA/SIPC  
917 S. Monroe St.  
Spokane, WA 99204  
509.328.5627  
509.328.4634 (f)

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**From:** Gwinn, Nathan  
**To:** ["Deborah Ritter"](#)  
**Subject:** RE: survey for code changes  
**Date:** Friday, October 12, 2018 6:49:00 AM

---

Hi Deb,

Thanks for your message and feedback about the survey. I will include this comment in the public record for the file.

The options presented mirror the options the City Plan Commission is discussing, and responses should help Commission members evaluate the proposals as they prepare to make a recommendation to the City Council.

The connection to affordability is in the supply as a whole, and increasing the variety of choices and potentially smaller dwellings in all neighborhoods. For information, please see the vision, values, goals and policies starting on page 4 in the City's Comprehensive Plan, Chapter 6:

<https://static.spokanecity.org/documents/shapingspokane/comprehensive-plan/chapter-6-housing.pdf>

The City is developing a webpage to provide information on local supply and demand. I can provide that link to you when it goes online.

Sincerely,

**Nathan Gwinn** | Assistant Planner | Planning & Development

509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

**From:** Deborah Ritter <yuccaplants@gmail.com>

**Sent:** Thursday, October 11, 2018 2:07 PM

**To:** Gwinn, Nathan <ngwinn@spokanecity.org>

**Subject:** survey for code changes

Hi Nate,

I took the survey for code changes and found it pretty biased to choosing code changes vs not choosing them. Is the point that the code changes will happen, regardless, and the city is trying to get input on which changes they should make?

For instance, this question:

**The City is looking at parking requirements in multifamily areas for townhouses. Should the City allow less parking for smaller homes, or no parking for up to six homes?**

There was no checkbox option to choose "none" or "neither" -- there was just an option to choose "other" and write in an explanation.



For the first question about townhouses being narrower, there was no option asking if townhouses should be allowed to be narrower -- just once they are allowed, how do people want to see the design.

The logic for these code changes seems unsubstantiated in the materials I've seen. I would like to see data showing that smaller, taller buildings with less parking make housing more affordable. In order for available housing to drive prices down, the market must be flooded with available housing -- how is that expected to occur with occasional, sporadic infill development projects in a rapidly growing city?

The poster below presents data about a lack of affordable housing in Spokane. But it does not show data on how these code changes will create affordable housing. As far as I could see, ***there is no code in the proposal that requires the housing to be affordable if developers are allowed to build taller, smaller buildings with less parking. I am very concerned that the codes will simply create smaller, higher units with more street congestion due to lack of parking -- and the pricing for these units will still not be affordable for most.***

<https://static.spokanecity.org/documents/projects/infill-housing-strategies-infill-development/2018-09-25-handout-and-posters-attached-housing-multifamily-zones.pdf>

Thank you,  
Deb

--

"they don't want tunas with good taste, they want tunas that taste good"-MLR

**From:** Gwinn, Nathan  
**To:** ["Karen Carlberg"](#)  
**Subject:** RE: Comments on infill  
**Date:** Monday, October 15, 2018 11:04:00 AM

---

Hi Karen,

Thank you for your message. I will include these comments in the public record for the file.

Sincerely,

**Nathan Gwinn** | Assistant Planner | Planning & Development

509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

---

**From:** Karen Carlberg <karencarlberg@comcast.net>  
**Sent:** Friday, October 12, 2018 7:42 PM  
**To:** Gwinn, Nathan <ngwinn@spokanecity.org>  
**Subject:** Comments on infill

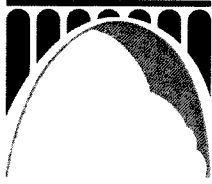
Hi Nate,

Your survey does not have space for comments, so here are a couple:

Sufficient roads and public transit need to be in place BEFORE there is a major population increase in an area.

Nearby green spaces are important for everyone's happiness and mental health. Parks and other green spaces need to be added, not eliminated, as infill occurs. Neighbors of new infill need to be consulted about which undeveloped areas are valuable to them as open space, and those wishes must be respected. Once open space is paved and destroyed, it tends to be gone forever. This is a major quality of life issue and impacts the social health of a community.

Karen



# **COMMENT SHEET**

**Code Amendments for Attached Houses and Multifamily Zones**

**September 2018**

**For more project info visit:**

**[my.spokanecity.org/projects/infill-housing-strategies-infill-development/](http://my.spokanecity.org/projects/infill-housing-strategies-infill-development/)**

**Name:** Jan Loux

**ADDRESS:** 1944 W Clarke Ave, 99201

**PHONE NUMBER:** 509-995-6747

**E-MAIL CONTACT:** twux11@msn.com

See attached comments.

Please feel free to share your questions, comments or concerns with us!

**Postal Mail** – fold this comment card in thirds, add postage and drop in the mail

**Phone** – call us at #625-6983

**E-mail** – write to us at [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)

Thank you...We look forward to hearing from you!

Planning & Development Services, City of Spokane

I am submitting my comments regarding the proposed changes to the Spokane Municipal Code to accommodate and encourage infill development. I live in Peaceful Valley, a neighborhood that is entirely zoned RMF (Residential Multi-Family). Located within easy walking and biking distance to the Downtown core and to the hospital district, and with many undeveloped properties, Peaceful Valley is a prime area for infill development.

Peaceful Valley is one of Spokane's oldest neighborhoods with houses dating from the 1890s. The neighborhood is plotted in 25 foot wide parcels and many of the old homes are small and built very close together. While there are a few multi-family buildings in the neighborhood, most of the residences are still single family one or two story homes. Peaceful Valley has a distinct history and character that are unique in Spokane. Certainly residents, and hopefully many others in the city, would like to see the uniqueness of Peaceful Valley preserved.

I support the concept of infill development in the Peaceful Valley neighborhood. In regard to the current infill development proposals, I support the proposed change to lot width, allowing for smaller required distances around homes and few driveways across sidewalks. I also support the proposed change for attached housing that would remove the requirement to double the distance between buildings and side lot lines to encourage townhouses.

I do not support two of the other proposed changes. I do not support the change to height limits which would increase the building height limit from 35 to 50 or 55 feet to accommodate pitched roofs and basement parking. As all of the single family homes in Peaceful Valley are one or two story structures that are significantly below the current 35 foot height limit, buildings 50 feet or taller would dwarf existing neighboring buildings. New, taller buildings would be incompatible and would detract from the historical charm and coherent character of the neighborhood. Also, because the additional allowance for pitched roofs would include roofs with dormers, the privacy of neighboring properties could be compromised.

I am also opposed to changing the minimum parking requirements for attached houses. Some older homes in Peaceful Valley have no off-street parking. Particularly on Water Ave and Main Ave, residents with cars park on the street. Also, because the Downtown core is an easy walk from Peaceful Valley, Downtown workers take advantage of free parking on the neighborhood streets. In addition, a multi-use trail through Peaceful Valley is under construction. The trail will reduce the width of certain streets and parking will be restricted to one side of certain streets. In light of these conditions, adding more parked cars to the streets of Peaceful Valley is a bad idea. I do not want to see Peaceful Valley looking like Browne's Addition with most streets reduced to one lane of traffic due to a solid wall of cars parked on both sides of the street. The goal of the proposed reduction in required parking might be to encourage alternate transportation – an admirable goal. However, I think most people will still own a car, whether they use it on a daily basis to commute or not. And those cars will need to park somewhere. I want that parking to occur off street.

These are our comments regarding the proposed changes to the Spokane Municipal Code to accommodate and encourage infill development. We live in Peaceful Valley, a neighborhood that is entirely zoned RMF (Residential Multi-Family). Located within easy walking and biking distance to the Downtown core and to the hospital district and with many undeveloped properties, Peaceful Valley is a prime area for infill development.

Peaceful Valley is one of Spokane's oldest neighborhoods with houses dating from the 1890s. The neighborhood is plotted in twenty-five foot parcels and many of the old homes are small and built very close together. While there are a few multi-family buildings in the neighborhood, most of the residences are still single family homes. Peaceful Valley has a distinct history and character that are unique in Spokane. Many of the residents would like to see that character preserved.

We support the concept of infill development in the Peaceful Valley neighborhood. In regard to the current infill development proposals, we support the proposed change to lot width, allowing for smaller required distances around homes and few driveways across sidewalks. We also support the proposed change for attached housing that would remove the requirement to double the distance between buildings and side lot lines to encourage townhouses.

We do not support two of the other proposed changes. We do not support the change to height limits which would increase the building height limit from 35 to 50 or 55 feet to accommodate pitched roofs and basement parking. As all of the single-family homes in Peaceful Valley are one or two story structures that are significantly below the current 35 foot height limit, buildings 50 feet or taller would dwarf existing neighboring buildings. New, taller buildings would be incompatible and would detract from the historical charm and coherent character of the neighborhood. Also, because the additional allowance for pitched roofs would include roofs with dormers, the privacy of neighboring properties could be compromised.

We are also opposed to changing the minimum parking requirements for attached houses. Some older homes in Peaceful Valley have no off-street parking. Particularly on Water Ave and Main Ave, residents with cars park on the street. Also, because the Downtown core is an easy walk from Peaceful Valley, downtown workers take advantage of free parking on the neighborhood streets. In addition, a multiuse trail through Peaceful Valley is under construction. The trail will reduce the width of certain streets and parking will be restricted to one side of certain streets. In light of these conditions, adding more parked cars to the streets of Peaceful Valley is a bad idea. We do not want Peaceful Valley reduced to one lane of traffic due to a solid wall of cars parked on both sides of the street. The goal of the proposed reduction in required parking might be to encourage alternative transportation – an admirable goal. However, We think most people will still own a car, whether they use it on a daily basis to commute or not. And those cars will need to park somewhere. We want that parking to occur off street.

Thank you for your time,

Tod Marshall and Amy Sinisterra  
1629 W. Clarke Avenue  
509 496 1251

**From:** Gwinn, Nathan  
**To:** ["George Newsom"](#)  
**Subject:** RE: Peaceful Valley Proposed Changes  
**Date:** Wednesday, October 17, 2018 8:15:00 AM

---

Good morning Mr. Newsom,

Thank you for your comment. I will add it to the public record for the file.

Sincerely,

**Nathan Gwinn** | Assistant Planner | Planning & Development  
509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

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**From:** George Newsom <g\_newsom@hotmail.com>  
**Sent:** Tuesday, October 16, 2018 7:50 PM  
**To:** Gwinn, Nathan <ngwinn@spokanecity.org>  
**Subject:** Peaceful Valley Proposed Changes

Hello I just read what Jan Loux wrote you and I agree with her 100%

*George Newsom*

**From:** Gwinn, Nathan  
**To:** ["Barbara Morrissey"](#)  
**Subject:** RE: Infill housing  
**Date:** Wednesday, October 17, 2018 4:36:00 PM

---

Good afternoon, Barbara:

Thank you for the message. I will add your comments to the public record for this file.

Sincerely,

Nathan Gwinn | Assistant Planner | Planning & Development  
509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

-----Original Message-----

From: Barbara Morrissey <[taslin10@comcast.net](mailto:taslin10@comcast.net)>  
Sent: Wednesday, October 17, 2018 4:20 PM  
To: Gwinn, Nathan <[ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)>  
Subject: Infill housing

Hi Nathan

My comments are based on living since 1983 in Peaceful Valley

There is no need to change lot size requirements if Little Houses are allowed. Some people like room for gardening. Some people like to listen in to the neighbor fights.

Not everyone cares for multifamily housing. Not everyone likes to live in tall buildings. If that is all one can find in a City you will be sure people move outside when they have a chance. Why do you planners think suburbs exist?? The human species is adapted to prefer space. Most live in places like Hong Kong and Shanghai because they have no choice. Architects and developers love tall towers for financial reason, as well as a sense of personal pride. But most people who live in the area don't. Don't increase height allowances in R2 zones.

As far as off street parking on 25ft lots there are several two story townhouses on Clarke Ave and Wilson in Peaceful Valley which are examples of what can be done within the 25 ft limit. Bob Cooke built them. Developers need to continue to provide off street parking.

A 1/4 mile walking distance to a grocery, an office, etc is not feasible for handicapped people. I have noticed a lot more people in the neighborhood grocery in BA are getting greyer in the hair, using walkers and canes, like me. The inner city demo is not swinging to the young but toward the elders. As electric autos become more available the solution to greenhouse gasses becomes closer. Bikes are no transportation solution for those who are handicapped.

I agree with the lady who suggested that certain things which make a neighborhood, like trees, not be torn down to make more "dirt" for infill housing.

Getting to the Rosauers in BA will be harder once STA stops running down Clarke. Planners should bear in mind that Mass Transit can fall through

The early plans for the Great Gorge Park recommended keeping undeveloped open space. I especially like an area of spring we call the Swamp. A family of deer hang out there. I think city utilities would have something to say about keeping these springs intact since they flow directly into the river.



Spokane should not become like Portland or Seattle.

sincerely.

Barbara Morrissey  
1647 west Clarke ave  
Spokane, WA

**From:** Gwinn, Nathan  
**To:** ["Marcella Bennett"](#)  
**Cc:** [Kathy Miotke](#); [Merle Gilliland](#); [Mumm, Candace](#)  
**Subject:** RE: Public Hearing - Infill Development Code Revisions for Multifamily Areas  
**Date:** Thursday, November 1, 2018 8:38:00 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Good morning Marcella,

You're welcome, and thank you for the message. I will add your comments to the public record for this file.

Sincerely,

**Nathan Gwinn** | Assistant Planner | Planning & Development  
509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

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**From:** Marcella Bennett <[marcellabennett@hotmail.com](mailto:marcellabennett@hotmail.com)>  
**Sent:** Wednesday, October 31, 2018 9:31 PM  
**To:** Gwinn, Nathan <[ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)>  
**Cc:** Kathy Miotke <[prairiepyrs@fastmail.com](mailto:prairiepyrs@fastmail.com)>; Merle Gilliland <[m.gilliland5@yahoo.com](mailto:m.gilliland5@yahoo.com)>; Mumm, Candace <[cmumm@spokanecity.org](mailto:cmumm@spokanecity.org)>  
**Subject:** Re: Public Hearing - Infill Development Code Revisions for Multifamily Areas

Nathan,  
Thank you for your continued efforts to involve interested parties. Please consider the following statement as a response to the proposed amendments.

Each and every time we put forth proposed amendments to the Comprehensive Plan, we need to consider the big picture. Not only how these changes affect the current properties in question -- increasing density, etc.-- but how these changes affect all existing neighborhoods. What safeguards accompany these proposals to insure we maintain the integrity of neighborhoods should a future request be made to change an area from single family to multi-family? Protecting the character of each neighborhood is paramount not only for current residents but perspective buyers.

Nathan, could you please respond to this email and also post it as a concern. Thank you.

Marcella Bennett  
3003 W. Horizon Ave.  
Spokane, WA 99208

---

**From:** Gwinn, Nathan <[ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)>  
**Sent:** Wednesday, October 31, 2018 3:12 PM  
**To:** Gwinn, Nathan  
**Subject:** Public Hearing - Infill Development Code Revisions for Multifamily Areas

Infill Development Project Contacts,

Please find the attached Notice of Public Hearing and Notice of SEPA Determination for the Spokane City Plan Commission hearing scheduled for 4 p.m. November 14, 2018. The proposed amendments are a second set of Development Code revisions relating to attached housing, building height, and parking standards for multifamily zones, which apply primarily in higher-density residentially zoned areas of Spokane.

The Plan Commission continued a July 11, 2018 hearing until November 14 to consider additional items proposed in public testimony, including changes to minimum lot size, lot depth, building coverage, design standards, and parking for these areas.

**How to Comment:** Written and in-person comments on this proposal are welcome. You may email comments to me and/or sign up at the hearing to testify to the Plan Commission.

I will send an additional notice when the City Council hearing is scheduled.

More information can be viewed online at the project webpage:

<https://my.spokanecity.org/projects/infill-housing-strategies-infill-development/>

Sincerely,



**Nathan Gwinn** | Assistant Planner | Planning & Development  
509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)



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**From:** Gwinn, Nathan  
**To:** ["Spencer Gardner"](#)  
**Subject:** RE: Public Hearing - Infill Development Code Revisions for Multifamily Areas  
**Date:** Thursday, November 1, 2018 3:50:00 PM

---

Hi Spencer,

Thanks for your comments. Those proposals were considered, but what appears in the current hearing draft has changed over the course of several recent meetings.

A height exception would allow buildings with pitched roofs to extend up to 15 feet above a 35-foot roof height in RMF and RHD zones, such as where your property is located. Another exception would allow an additional 3 feet for partially-below grade parking—effectively a roof ridge height of up to 53 feet for some roof types. These proposals appear on pages 11 through 13 of the [17C.110 draft](#)—SMC 17C.110.215(C)(2) and (3).

The Plan Commission considered several different options regarding the parking proposal as well; and, as well, exceptions were developed for the hearing draft for a reduction of spaces (for single-family attached housing only) based on RMF and RHD zoning and proximity to center zoning. These exceptions are in the 17C.230 draft further down in the same document linked above, on pages 3 and 4 of changes to that chapter—draft SMC 17C.230.130(F).

If you would like to comment further, I am happy to include it in the public record. Otherwise, I will include your comments below in the public record for this file.

Sincerely,

**Nathan Gwinn** | Assistant Planner | Planning & Development

509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

**From:** Spencer Gardner <spencergardner@gmail.com>  
**Sent:** Thursday, November 1, 2018 12:29 PM  
**To:** Gwinn, Nathan <ngwinn@spokanecity.org>  
**Subject:** Re: Public Hearing - Infill Development Code Revisions for Multifamily Areas

Ah. I didn't realize the change was that recent. (You can tell how often I ride the bus--I'd rather bike!) That makes sense. As for the 15-min vs HPT, there's something to be said about the HPT "brand" that is probably worth highlighting. Just my 2 cents.

Now I have a question related to the Infill revisions. There are notes about increasing height limits to 50ft and also removing parking requirements for buildings of 6 units or less. Are these on the table with this upcoming hearing, or were those being considered previously? For what it's worth I like both proposals.

Thanks!

On Thu, Nov 1, 2018 at 8:16 AM Gwinn, Nathan <[ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)> wrote:

You're right—Route 21 changed from a 30-minute frequency to 15 minutes in September 2018, while the shapefile for the frequent transit proximity is older. I've been working with our GIS department on this and I will let them know—and let you know when it's been updated. It may take some time.

Incidentally, there were conversations in the initial setup of the map about whether to use 15-minute transit service, which will fluctuate over time, or to use proximity to STA's planned [high performance transit \(HPT\)](#), which would be more static and therefore valuable long-term. The overlap between today's 15-minute service and the frequent (red- and green-line) HPT is 80 percent the same, but it would avoid problems like this with the map.

Nate

**From:** Spencer Gardner <[spencergardner@gmail.com](mailto:spencergardner@gmail.com)>

**Sent:** Wednesday, October 31, 2018 10:11 PM

**To:** Gwinn, Nathan <[ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)>

**Subject:** Re: Public Hearing - Infill Development Code Revisions for Multifamily Areas

Hi Nate. Somewhat unrelated to your email, but I'm looking at the Development Factors online map and I think the 15-min Transit Service attribute is incorrect. I'm looking at my property (1848 W College Ave) and it says it's not near a 15-min transit line, but I'm only a block off of Broadway with the 21 bus, which is a designated Frequent Route. Is there someone else I should check with about that?

Thanks,  
Spencer

On Wed, Oct 31, 2018 at 3:16 PM Gwinn, Nathan <[ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org)> wrote:

Infill Development Project Contacts,

Please find the attached Notice of Public Hearing and Notice of SEPA Determination for the Spokane City Plan Commission hearing scheduled for 4 p.m. November 14, 2018. The proposed amendments are a second set of Development Code revisions relating to attached housing, building height, and parking standards for multifamily zones, which apply primarily in higher-density residentially zoned areas of Spokane.

The Plan Commission continued a July 11, 2018 hearing until November 14 to consider additional items proposed in public testimony, including changes to minimum lot size, lot depth, building coverage, design standards, and parking for these areas.

**How to Comment:** Written and in-person comments on this proposal are welcome. You may email comments to me and/or sign up at the hearing to testify to the Plan Commission.

I will send an additional notice when the City Council hearing is scheduled.

More information can be viewed online at the project webpage:

<https://my.spokanecity.org/projects/infill-housing-strategies-infill-development/>

Sincerely,

**Nathan Gwinn** | Assistant Planner | Planning & Development

509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

\_\_\_\_\_

-

-

Good Afternoon Nate,

I do want to get behind infill, because I feel that the City Planners and the Council's intentions are good with Townhouses close to Public Transportation and more Affordable Options for residents in Spokane to own. However, I and many people in various Neighborhoods, I speak with about Infill just do not trust Developers here. My Case & Point, the infill near Gonzaga is not aesthetically pleasing. I ask, as you decide on Parking, Lot Size, Building Height, please consider the need for Spokane to have Green Space either, via existing Trees or the choices for new ones planted. In addition, lately my hope is improving as I have seen "Design Standards" as part of the conversation. I have attached two photos of recent Developments, one seems to work in Spokane: Stone, Craftsman accents, Mature Native Trees, the other does not match, could be in Florida or Moses Lake and it lacks Spokane's Signature qualities.

Developers, who seem to be **Responsible** (they use brick, attempt to match our architecture and keep & restore our basalt Rock Formations and our Pine Trees🌲, those developers are:

- Garco Construction
- Greenstone Developer
- Gunder Construction
- Yost Gallagher Construction
- Bernardo Wills Architect
- Clearwater Summit Group Landscape Design
- Land Expressions Landscape Design
- Spirit Pruners Tree Service

**Irresponsible** (they clear-cut the lot of trees and do not keep periphery Mature Trees and most of their Architecture Design is cubed, trendy and will date itself within 5 years, Landscape Design corporate looking Deciduous and only Ornamental Grass):

- Morse Western has Clear cut two lots next to Manito Golf & Country Club
- Wolfe Architects, cut down all Trees at 9's on 9<sup>th</sup>
- A1 Tree Service
- Sam's Tree Service cut down 43 Trees on Property of 1 Homeowner

- All New Developments moving forward should have some Historical or NW Character (Craftsman, Porches, Stone or Wood). These turquoise



and primary colored cubed modern developments are not a great fit in Spokane. We are the NW, not Palm Beach and they really will date themselves quickly.

- City of Spokane has an elephant in the room and it is this...there are 75 paved Surface Parking lots downtown, that is only downtown. Spokane's downtown should thrive with Mixed Socio Economic Condos, a few parking structures, a growing public & bike transit sector with an safe Vibrant day & night activity Downtown.
- It would be in our cities best interest, rather than demolishing our History and Our Green Space, that if these lots are developed that they need be developed responsibly. Bend, Oregon does not have that many developers, but the ones they have proven to be responsible and the City looks very aesthetically pleasing.

**PS-** The City of Spokane's priority should be to Develop Downtown, having more professionals and Urban friendly families living downtown is necessary. The ratio of homeless and bankers that only work and not live downtown is too high. We can have 2 to 3 story condos in a high-rise or mid-rise or even town homes. And developers can be mandated do mixed economic housing. People walking to work is ideal. The trajectory is 20,000 in 10 years I don't see a lot of value to decimating our beautiful Urban Forest on small lots & squeezing in six units when we have a whole downtown with potential. It seems necessary to do infill. I just think it needs to happen in our downtown. Isn't that the ultimate Centers & Corridors plan? Let me repeat we have 75 surface parking lots. The lots should be condos, retail and 3-4 story parking structures. The lots are a waste of space and remind me of 1992. Diamond Enterprise is not even a Spokane family. As much as I support people taking transportation, and having housing options & I understand your vision of not having Spokane sprawl out (for example, Spokane County line lately: overabundance of apartments and storage units. I still would like to keep South Hill Green with less traffic. Please develop downtown ASAP and please only use RESPONSIBLE DEVELOPERS for Infill.

Join me in writing a letter to our Future State Legislatures after November to:

- 1) Change the Tax Incentives for Surface Parking lots
- 2) Change the Condo's law so there are incentives for Developers to Build Condos Downtown

Thank You,  
Toni Sharkey







**From:** Gwinn, Nathan  
**To:** ["Jacqui Halvorson"](#)  
**Subject:** RE: Infill Ordinance Update Comment  
**Date:** Thursday, November 8, 2018 3:14:00 PM

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Hi Jacqui,

Yes, I will add it. Thank you.

**Nathan Gwinn** | Assistant Planner | Planning & Development

509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

---

**From:** Jacqui Halvorson <Jacqui@SpokanePonderosa.com>  
**Sent:** Thursday, November 8, 2018 3:08 PM  
**To:** Gwinn, Nathan <ngwinn@spokanecity.org>  
**Subject:** Infill Ordinance Update Comment

Nate,

Please add this comment to your public comment log for the Infill Ordinance update:

“Spokane Ponderosa is concerned about tree removal during construction of infill dwelling units in conventional or established neighborhoods in the City of Spokane. This includes infill development of vacant lots and parcels in already built-up areas.

We are requesting that no-net-loss language be included in the ordinance that states that if a mature tree is removed to accommodate infill construction, that the homeowner pay a fee to the City of Spokane Urban Forestry department to have at least one similar species of tree, preferably Ponderosa pine, be planted somewhere within the City of Spokane, hopefully in the vicinity of the removed tree.”

Thank you!  
Jacqui



Jacqui Halvorson – Executive Director

P.O. Box 3949  
Spokane, WA 99220

25 W Main Street, Suite 222  
Spokane, WA 99201

509-343-9087  
(509-951-4477)  
[jacquihalvorson@spokaneponderosa.com](mailto:jacquihalvorson@spokaneponderosa.com)



**November 12, 2018**

Spokane City Plan Commission  
Spokane City Hall  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

**Re: Infill Code Revisions to Multi-Family Standards**

**To: President Dellwo, Vice President Beyreuther, Commissioner Dietzman, Commissioner Shook, Commissioner St. Clair, Commissioner Francis, Commissioner Kienholz, Commissioner Baker, Commissioner Batten and Commissioner Painter**

Thank you for the opportunity to provide comment on behalf of the members of the Spokane Home Builders Association (SHBA). Our Association works to promote a strong regional housing industry and protect the dream of home ownership in our community. We appreciate the opportunity to continue to provide the perspective of area home builders on a critical issue, the development of new attainable infill housing units to relieve the market pressures of low housing inventory both rental and owner occupied.

**It is imperative to remember the goal of reviewing regulations around infill housing development: To encourage the creation of more housing options within the City.** SHBA appreciates the time taken by the Plan Commission to make thoughtful deliberation into the second phase of revisions geared towards medium and high density zonings within the city. However, city staff's recommendations to date to the Plan Commission have missed the mark and instead create a complicated regulatory framework that will only continue the status quo of restrictive development code in the City. The following represent policy proposals before the Plan Commission and recommendations that will encourage the development of new attainable housing in the multi-family zones.

**Increased Building Heights in the RMF and RHD Zones**

SHBA shares the Plan Commission's position that greater building height is necessary in the city's highest density zonings to allow for the type of attainable housing projects that will pencil out in urban infill situations. Permitting increased building height through a limited exception of roof varieties will only allow for a narrow amount of design types. **SHBA has recommended that instead; amend table 17C.110-3 to allow for 50 foot maximum building heights outright in the RMF and RHD zones.**

As currently drafted, the code would still restrict wall heights to 35 ft and permit greater heights only under narrow roof form exceptions. Three story developments would be restricted to fewer design styles. **Without this amendment, heights in the RMF and RHD zones would continue to be regulated like single family zonings** which is inherently restrictive in the areas designated for the highest densities.

SHBA has also encouraged staff to explore code language that allows for podium style parking under wood frame residential construction. Staff's current proposal for structured parking requires that six feet be underground, a proposal that is not realistic or workable in many infill situations.

Lastly, staff has argued that builders could apply for an RHD re-zone to RHD 55 or greater to achieve increased building heights. This suggestion navigates infill development opportunities into a costly and time consuming process that will serve as a deterrent to new housing construction.



## Parking Minimums Reductions for Infill Housing Development

Based on recommendations made at the previous public hearing, the Plan Commission has also considered code amendments related to reduced minimum parking requirements for infill housing projects.

SHBA recommends what is being referred to as “option 2” as the most workable code, albeit with some revision. The Commission should recall that the public recommendation made was to remove minimum parking requirements for the development of six or fewer units. Option 2 most closely resembles this recommendation.

The current draft however restricts this to only apply to attached housing. **SHBA recommends the restriction to attached housing be removed to allow for reduced parking minimum for both attached and multi-family housing.**

The Plan Commission heard testimony from a non-profit housing provider relating to the impact on affordability that minimum parking requirements have. Specifically in the instance of housing for families at low thresholds of AMI, SHBA encourages the Plan Commission to consider the code that will allow for the greatest flexibility in achieving minimum parking reductions to encourage market driven infill solutions.

The Spokane City Council passed an ordinance earlier this year relieving minimum parking for certain MFTE projects falling within centers and corridors. SHBA at the time called for ongoing review of the ordinance to evaluate its effectiveness.

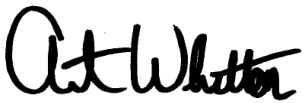
Recent information provided by the city indicates that no projects have yet taken advantage of the new ordinance. Now that the city is again reviewing minimum parking requirements, SHBA encourages the Plan Commission to adopt policy that allows for innovative housing options that may take advantage of reduced parking to encourage affordability and walkable neighborhoods.

At the end of the day, development of new attainable housing is necessary in the city to meet local market demand and anticipated growth. Restrictive policies that limit growth will only further drive up housing prices and leave residents with fewer attainable options both rental and owner occupied.

Again, SHBA appreciates the time taken by the Plan Commission to deliberate thoughtfully on the latest infill code revisions. Housing remains an important ongoing community conversation and one that SHBA will continue to engage with the City of Spokane on.

Please contact me at [awhitten@shba.org](mailto:awhitten@shba.org) or 509-532-4990 ext. 31 with any questions.

Best Regards,



Arthur Whitten

Director of Government Affairs

Spokane Home Builders Association

CC: Mayor David Condon, City Council President Ben Stuckart





**From:** [Jim Frank](#)  
**To:** [Gwinn, Nathan](#)  
**Subject:** 2018-10-31-draft-att-housing-multifamily-zones  
**Date:** Tuesday, November 13, 2018 7:08:05 AM  
**Attachments:** [2018-10-31-draft-att-housing-multifamily-zones.pdf](#)

---

Attached are my recommendations and comments on the draft code language for infill in MF zones. I have provided my comments in “red” on the draft.

Thanks, Jim

Jim Frank  
Greenstone Corporation

Enriched Living. Lasting Value.  
[www.greenstonehomes.com](http://www.greenstonehomes.com)

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

An ordinance relating to dimensional standards for attached housing and multifamily development in residential zones, amending Spokane Municipal Code (SMC) sections 17C.110.200, 17C.110.215, 17C.110.310, and 17C.110.360.

The City of Spokane does ordain:

Section 1. That SMC section 17C.110.200 is amended to read as follows:

**17C.110.200            Lot Size**

**A.     Purpose.**

The standards of this section allow for development on lots, but do not legitimize lots that were divided in violation of [chapter 17G.080 SMC](#), Subdivisions. The required minimum lot size, lot depth, lot width and frontage requirements for new lots ensure that development will, in most cases, be able to comply with all site development standards. The standards also prevent the creation of very small lots that are difficult to develop at their full density potential. Finally, the standards also allow development on lots that were reduced by condemnation or required dedications for right-of-way.

**B.     Existing Lot Size.**

1.     Development is prohibited on lots that are not of sufficient area, dimension and frontage to meet minimum zoning requirements in the base zone. Except:
  - a.     one single-family residence may be developed on a lot that was legally created under the provisions of chapter 58.17 RCW, Plats – Subdivisions – Dedications, or applicable platting statutes;
  - b.     a PUD lot may be less than the minimum size of the base zone, if such lot is delineated on a PUD plan, which has been approved by the hearing examiner. All use and development standards of the zone wherein such lot is located, shall be complied with, unless modified through the PUD process by the hearing examiner. A PUD shall comply with the requirements of subsection (C) of this section.
2.     No lot in any zone may be reduced so that the dimension, minimum lot area, frontage or area per dwelling unit is less than that required by this chapter, except as modified through the PUD process by the hearing examiner.
3.     Lots Reduced by Condemnation or Required Dedication for Right-of-way. Development that meets the standards of this chapter is permitted on lots, or combinations of lots, that were legally created and met the minimum size requirements at the time of subdivision, but were reduced below one or

more of those requirements solely because of condemnation or required dedication by a public agency for right-of-way.

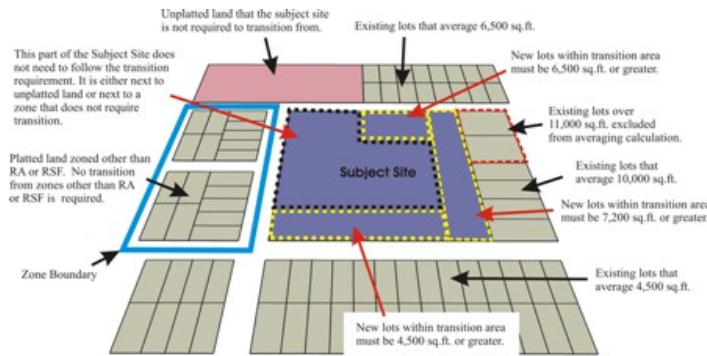
C. Land Division.

All new lots created through subdivision must comply with the standards for the base zone listed in Table 17C.110-3.

1. Transition Requirement.

For sites two acres or greater, transition lot sizes are required to be included as a buffer between existing platted land and new subdivision subject to the requirements of this section. The purpose of this section is to transition lot sizes between the proposed and existing residential developments in order to facilitate compatible development and a consistent development pattern. In the RA and RSF zones, the minimum lot size is subject to transitioning of lots sizes. Lots proposed within the initial eighty feet of the subject property are required to transition lot sizes based on averaging under the following formulas:

- a. Transitioning is only required of properties adjacent to or across the right-of-way from existing residential development. "Existing residential development" in this section shall mean existing lots created through subdivision or short plat.
- b. Lot size in the transition area is based on the average of the existing lot size in subdivisions adjacent to, or across the street from, the subject property. Lots greater than eleven thousand square feet are not counted in the averaging.
- c. If the existing average lot size is greater than seven thousand two hundred square feet, then the lot size in the transition area can be no less than seven thousand two hundred square feet.
- d. If the existing average lot size is less than seven thousand two hundred square feet, then the lot size in the transition area can be equal to or greater than the average.
- e. If the subject site shares boundaries with more than one subdivision, the minimum lot size in the transition area shall be based on the average lot sizes along each boundary. When two boundaries meet, the lot size shall be based on the larger of the two boundaries. See example below; and



- f. If the subject site shares a boundary with property zoned other than RA or RSF, then there are no transition requirements along that boundary.
  - g. After the first set of lots in the transition area, lot sizes may be developed to the minimum lot size of the base zone, i.e., four thousand three hundred fifty square feet in the RSF zone.
2. Planned unit developments, combined with a subdivision, may reduce the minimum lot size, lot width, lot depth and frontage requirements in the RA and RSF zones pursuant to [SMC 17G.070.030\(C\)\(1\)](#), except in the transition area required by subsection (C)(1) of this section.
- D. **Ownership of Multiple Lots.**  
Where more than one adjoining lot is in the same ownership, the ownership may be separated as follows:
1. If all requirements of this chapter will be met after the separation, including lot size, density and parking, the ownership may be separated through either a boundary line adjustment (BLA) or plat, as specified under [chapter 17G.080 SMC](#), Subdivisions.
  2. If one or more of the lots does not meet the lot size standards in this section, the ownership may be separated along the original plat lot lines through a boundary line adjustment (BLA).
- E. **New Development on Standard Lots.** New development on lots that comply with the lot size standards in this section are allowed subject to the development standards and density requirements of the base zone as required under Table 17C.110-3.
- F. **Lot Frontage.** All residential lots shall front onto a public street and meet the minimum lot frontage requirements of Table 17C.110-3. Except, that frontage on a public street is not required for lots created through alternative residential subdivision under [SMC 17G.080.065](#), and lots approved in a planned unit

development or a manufactured home park may have lots or spaces fronting onto private streets, subject to the decision criteria of [SMC 17H.010.090](#).

TABLE 17C.110-3 DEVELOPMENT STANDARDS [1]					
DENSITY STANDARDS					
	RA	RSF & RSF-C	RTF	RMF	RHD
Density - Maximum	4,350 (10 units/acre)	4,350 (10 units/acre)	2,100 (20 units/acre)	1,450 (30 units/acre)	--
Density - Minimum	11,000 (4 units/acre)	11,000 (4 units/acre)	4,350 (10 units/acre)	2,900 (15 units/acre)	2,900 (15 units/acre)
MINIMUM LOT DIMENSIONS LOTS TO BE DEVELOPED WITH:					
Multi-Dwelling Structures or Development					
	RA	RSF & RSF-C	RTF	RMF	RHD
Minimum Lot Area				2,900 sq. ft.	2,900 sq. ft.
Minimum Lot Width				25 ft.	25 ft.
Minimum Lot Depth				70 ft.	70 ft.
Minimum Front Lot Line				25 ft.	25 ft.
Compact Lot Standards [2]					
Minimum Lot Area [3]		3,000 sq. ft.			
Minimum Lot Width		36 ft.			
Minimum Lot Depth		80 ft.			
Minimum Front Lot Line		30 ft.			
Attached Houses as defined in SMC 17A.020.010					
Minimum Lot Area [3]	7,200 sq. ft.	4,350 sq. ft.	1,600 sq. ft.	<del>((1,600 sq. ft.))</del> <u>None</u>	None

ATTACHED HOUSES OPTION 1  
No change to min. lot area in  
RMF zone – instead, change text  
of 17G.080.065

OPTION 2 (shown here) –  
change 1,600 sq. ft. to none with  
other code language to be  
developed.

Recommend that the Plan Commission adopt Option No. 2. This option will allow use of the standard subdivision process. All of the townhomes in Kendall Yards have been developed using the standards subdivision process. This will require that other changes be made, as noted by staff.

Minimum Lot Width	40 ft.	40 ft.	36 ft. or 16 ft. with alley parking and no street curb cut	Same	Same
Minimum Lot Depth	80 ft.	80 ft.	50 ft.	((25-ft.)) <u>None</u>	((25-ft.)) <u>None</u>
Minimum Front Lot Line	40 ft.	40 ft.	Same as lot width	Same as lot width	Same as lot Width

**ATTACHED HOUSES**  
**OPTION 1** – Do not add text related to maximum building coverage or min. lot area to this table (Table 17C.110-3), but change the text of 17G.080.065 as shown in separate companion ordinance

**ATTACHED HOUSES OPTION 2** – Add the following statement about maximum building coverage in the next line in Table 17C.110-3, which is existing text adapted from 17G.080.065(D)(5). This option would bypass the process of 17G.080.065 and the provision to place plat notes on the subdivision map about limitation on building additions and repair.

**Maximum Building Coverage**

All buildings located within the development shall not exceed the maximum building coverage stated below for primary structures. Lots within the development may be as small as the footprint of an individual attached home

Detached Houses					
Minimum Lot Area [3]	7,200 sq. ft.	4,350 sq. ft.	1,800 sq. ft.	1,800 sq. ft.	None
Minimum Lot Width	40 ft.	40 ft.	36 ft.	25 ft.	25 ft.
Minimum Lot Depth	80 ft.	80 ft.	40 ft.	25 ft.	25 ft.
Minimum Front Lot Line	40 ft.	40 ft.	30 ft.	25 ft.	25 ft.

Duplexes					
Minimum Lot Area			4,200 sq. ft.	2,900 sq. ft.	None
Minimum Lot Width			25 ft.	25 ft.	25 ft.
Minimum Lot Depth			40 ft.	40 ft.	25 ft.
Minimum Front Lot Line			25 ft.	25 ft.	25 ft.
PRIMARY STRUCTURE					
Maximum Building Coverage (except see above for attached houses) <i>[Option 2 text]</i>					
	RA	RSF & RSF-C	RTF	<del>RMF</del>	<del>RFD</del>
Lots 5,000 sq. ft. or larger	40%	2,250 sq. ft. +35% for portion of lot over 5,000 sq. ft.	2,250 sq. ft. +35% for portion of lot over 5,000 sq. ft.	<del>50%</del> 70%	<del>60%</del> 80%
Lots 3,000 - 4,999 sq. ft.	1,500 sq. ft. + 37.5% for portion of lot over 3,000 sq. ft.				
Lots less than 3,000 sq. ft.	50%				
Building Height					
Maximum Roof Height (([5]))	35 ft. [5]	35 ft. [5]	35 ft. [5]	<del>35 ft. [6]</del> 50 ft	<del>35 ft. [6]</del> 50ft
Maximum Wall Height	25 ft.	25 ft.	25 ft.	<del>20 ft. [6] =</del>	<del>20 ft. [6] =</del>
Floor Area Ratio (FAR)					
FAR	0.5	0.5 [4]	0.5 [4]	--	--
Setbacks					
Front Setback [7, 8]	15 ft.				
Side Lot Line Setback – Lot width more than 40 ft.	5 ft.				
Side Lot Line Setback – Lot width 40 ft. or less	3 ft.				



Street Side Lot Line Setback [7]	5 ft.				
Rear Setback [9, 10]	25 ft.	25 ft. [11]	15 ft.	10 ft.	10 ft.
Required Outdoor Area					
Required Outdoor Area for attached and detached houses. Minimum dimension (See SMC 17C.110.223)	250 sq. ft. 12 ft. x 12 ft.	250 sq. ft. 12 ft. x 12 ft.	250 sq. ft. 12 ft. x 12 ft.	200 sq. ft. 10 ft. x 10 ft.	48 sq. ft. 7 ft. x 7 ft.
ACCESSORY STRUCTURES					
	RA	RSF & RSF-C	RTF	RMF	RHD
Maximum Roof Height	30 ft.	20 ft.	20 ft.	35 ft.	35 ft.
Maximum Wall Height	30 ft.	15 ft.	15 ft.	35 ft.	35 ft.
Maximum Coverage [12]	20%	15%	15%	See Primary Structure	See Primary Structure
Front Setback	20 ft.				
Side Lot Line Setback – Lot width 40 ft. or wider [13]	5 ft.				
Side Lot Line Setback – Lot width less than 40 ft. [13]	3 ft.				
Street Side Lot Line [14]	20 ft.				
Rear [13]	5 ft.				
Rear with Alley	0 ft.				

Notes:

-- No requirement

[1] Plan district, overlay zone, or development standards contained in SMC 17C.110.310 through 360 may supersede these standards.

[2] See SMC 17C.110.209, Compact Lot Standards.

[3] For developments two acres or greater, lots created through subdivision in the RA, RSF and the RSF-C zones are subject to the lot size transition requirements of SMC 17C.110.200(C)(1).

[4] In the RSF-C and RTF zones, and sites in the RSF zone qualifying for compact lot development standards, described in SMC 17C.110.209, FAR may be increased to 0.65 for attached housing development only.

[5] No structure located in the rear yard may exceed twenty feet in height.

[6] Base zone height may be modified according to SMC 17C.110.215, Height.

[7] Attached garage or carport entrance on a street is required to be setback twenty feet from the property line.

[8] See SMC 17C.110.220(D)(1), setbacks regarding the use of front yard averaging.

[9] See SMC 17C.110.220(D)(2), setbacks regarding reduction in the rear yard setback.

[10] Attached garages may be built to five feet from the rear property line except, as specified in SMC 17C.110.225(C)(6)(b), but cannot contain any living space.

[11] In the RSF-C zone and sites in the RSF zone qualifying for compact lot development standards, described in SMC 17C.110.209, the rear setback is 15 feet.

[12] Maximum site coverage for accessory structures is counted as part of the maximum site coverage of the base zone.

[13] Setback for a detached accessory structure and a covered accessory structure may be reduced to zero feet with a signed waiver from the neighboring property owner, except, as specified in SMC 17C.110.225(C)(5)(b).

[14] The setback for a covered accessory structure may be reduced to five feet from the property line.

Section 2. That SMC section 17C.110.215 is amended to read as follows:

**17C.110.215            Height**

**A.     Purpose.**

The height standards promote a reasonable building scale and relationship of one residence to another and they promote privacy for neighboring properties. The standards contained in this section reflect the general building scale and placement of houses in the City's neighborhoods.

**B.     Height Standards.**

The maximum height standards for all structures are stated in [Table 17C.110-3](#). The building height shall be measured using the following method:

1.     The height shall be measured at the exterior walls of the structure. Measurement shall be taken at each exterior wall from the existing grade or finished grade, whichever is lower, up to a plane essentially parallel to the existing or finished grade. For determining structure height, the exterior wall shall include a plane between the supporting members and between the

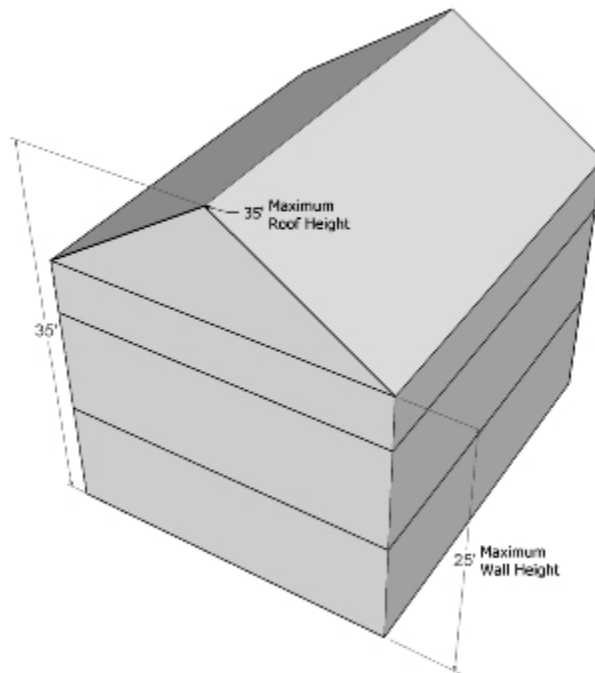
roof and the ground. The vertical distance between the existing grade, or finished grade, if lower, and the parallel plan above it shall not exceed the maximum height of the zone.

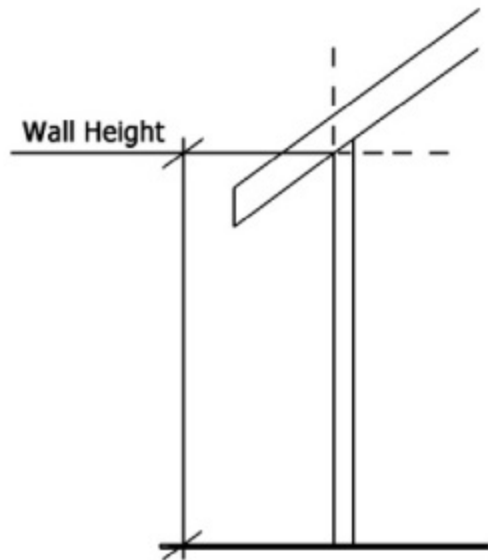
- 2. When finished grade is lower than existing grade, in order for an upper portion of an exterior wall to avoid being considered on the same vertical ((plan)) plane as a lower portion, it must be set back from the lower portion a distance equal to two times the difference between the existing and finished grade on the lower portion of the wall.
- 3. Depressions such as window wells, stairwells for exits required by other codes, “barrier free” ramps on grade, and vehicle access driveways into garages shall be disregarded in determining structure height when in combination they comprise less than fifty percent of the facade on which they are located. In such cases, the grade for height measurement purposes shall be a line between the grades on either side of the depression.
- 4. No part of the structure, other than those specifically exempted or excepted under the provisions of the zone, shall extend beyond the plan of the maximum height limit.
- 5. Underground portions of the structure are not included in height calculations. The height of the structure shall be calculated from the point at which the sides meet the surface of the ground.
- 6. For purposes of ((measure)) measuring building height in residential zones, the following terms shall be interpreted as follows:
  - a. “Grade” means the ground surface contour (see also “existing grade” and “finished grade”).
  - b. “Fill” means material deposited, placed, pushed, pulled or transported to a place other than the place from which it originated.
  - c. “Finished grade” means the grade upon completion of the fill or excavation.
  - d. “Excavation” means the mechanical removal of earth material.
  - e. “Existing grade” means the natural surface contour of a site, including minor adjustments to the surface of the site in preparation for construction.

<p style="text-align: center;"><b>TABLE 17C.110.215-1</b> <b>MAXIMUM HEIGHT</b></p>
---

Maximum Wall Height [1]	25 ft.
Maximum Roof Height [2]	35 ft.
[1] The height of the lowest point of the roof structure intersects with the outside plane of the wall. [2] The height of the ridge of the roof. See “Example A” below.	

((C-)) **Example A**



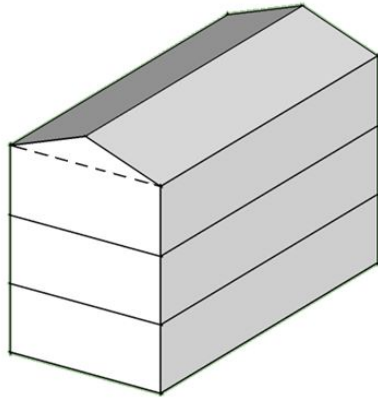


C. Exceptions to the maximum height standard are stated below:

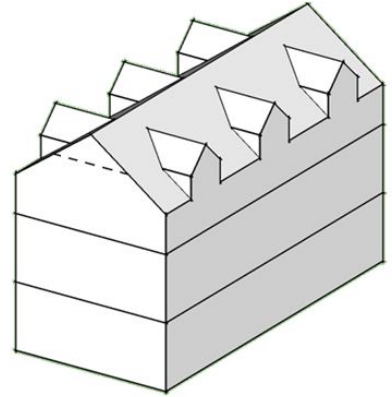
1. Exceptions to the maximum structure height in the RMF and RHD zones are designated on the official zoning map by a dash and a height listed after the zone map symbol (i.e., ((CB)) RHD-150). Changes to the height limits in the RMF and RHD zones require a rezone. Height limits are ~~((thirty feet,))~~ thirty-five feet, forty feet, fifty-five feet, seventy feet, or one hundred fifty feet depending on location.
2. In RMF and RHD zones where the maximum structure height is thirty-five feet, pitched roof structures are allowed an additional fifteen feet above the maximum height standard stated in Table 17C.110-3, provided that the roof:
  - a. incorporates pitched roof forms having slopes between 4:12 and 12:12; and
  - b. is a gabled or hipped roof, which may include dormers (see Figure 17C.110-A).

Figure 17C.110-A: Roof Types Eligible for Height Exception.

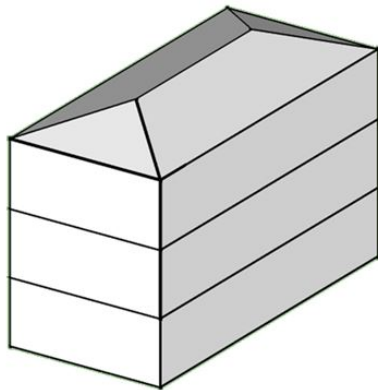
I recommend that the Plan Commission omit the new sections No. 2 and 3 which limit the type of roof forms which may be used. In the alternative change the height permitted in the MF zones to 50 feet. In addition add a provision to the MF design standards that requires that building height and massing be kept to two stories within 40 feet of a common boundary line with lower density SF zones.



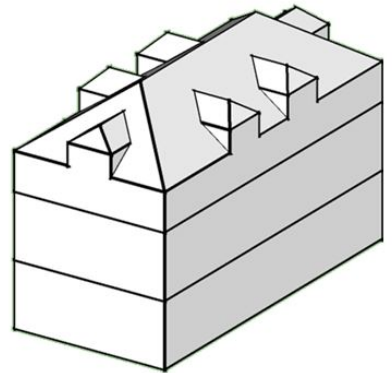
Gabled roof



Gabled roof & dormers



Hipped roof



Hipped roof & dormers

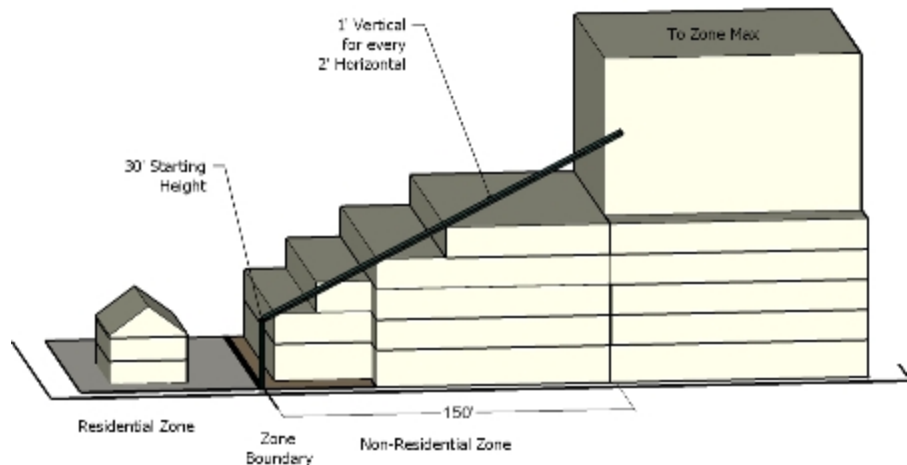
[Note: Add the graphic above.]

3. In the RMF and RHD zones, height does not include up to three feet of the above-grade portions of basement parking, where the elevation of the first residential finished floor is three feet or less above the lowest elevation of the existing grade or finished grade, whichever is lower. See Figure 17C.110-D.

Figure 17C.110-D: Basement Parking Excluded from Height.







Limit building height in MF zones to 2 stories within 40 feet of common boundary line. The current language does not accomplish this.

((4)) 6. Projections Allowed.

Chimneys, flagpoles, satellite receiving dishes and other similar items with a width, depth or diameter of three feet or less may extend above the height limit, as long as they do not exceed three feet above the top of the highest point of the roof. If they are greater than three feet in width, depth or diameter, they are subject to the height limit.

((5)) 7. Farm Buildings.

Farm buildings such as silos, elevators and barns are exempt from the height limit as long as they are set back from all lot lines at least one foot for every foot in height.

((6)) 8. Utility power poles and public safety facilities are exempt from the height limit.

((7)) 9. Radio and television antennas are subject to the height limit of the applicable zoning category.

((8)) 10. Wireless communication support towers are subject to the height requirements of chapter 17C.355A SMC, Wireless Communication Facilities.

((9)) 11. Uses approved as a conditional use may have building features such as a steeple or tower which extends above the height limit of the underlying zone. Such building features must be set back from the side property line adjoining a lot in a residential zone a distance equal to the height of the building feature or one hundred fifty percent of the height limit of the underlying zone, whichever is lower.

D. Special Height Districts.

Special height districts are established to control structure heights under particular circumstances such as preservation of public view or airport approaches. See [chapter 17C.170 SMC](#), Special Height Overlay Districts.

E. Accessory Structures.

The height of any accessory structure located in the rear yard, including those attached to the primary residence, is limited to twenty feet in height, except a detached ADU above a detached accessory structure may be built to twenty-three feet in height.

Section 3. That SMC section 17C.110.310 is amended to read as follows:

**17C.110.310 Attached Housing, Detached Houses on Lots Less than Forty Feet Wide, and Duplexes**

A. Purpose.

Attached housing, detached houses on narrow lots and duplexes allow for energy-conserving housing and a more efficient use of land. See definition of attached housing under chapter 17A.020 SMC.



These design standards are useful for SF homes but do not translate well to townhomes located in MF zones. Attached housing in MF zones should be required to apply the MF design standards.

B. Qualifying Situations.

Sites located in the ~~((RSF))~~ RA through the RHD zones. All lots must be under the same ownership or a signed and recorded agreement to participate in an attached housing development must be submitted to the City by all property owners at the time of building permit application.

C. Lot Development Standards.

Each house must be on a lot that complies with the lot development standards in the base zone as provided in Table 17C.110-3.

D. Building Setbacks for Attached Housing.

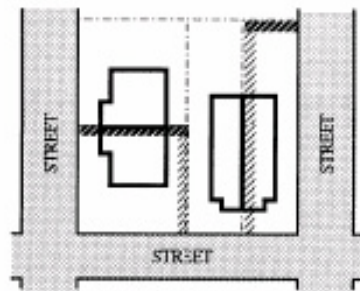
1. Interior Lots.

On interior lots, the side building setback on the side containing the common wall is reduced to zero. ~~((The side building setbacks on the side opposite~~

~~the common wall must be double the side setback standard of the base zone.))~~

2. Corner Lots.

On corner lots, either the rear setback or non-street side setback may be reduced to zero. However, the remaining street side lot line setback must comply with the requirements for a standard side or rear setback.



On corner lots, either the rear setback or the nonstreet side setback can be reduced to zero. However, the remaining nonstreet setback must comply with the requirements for a standard rear setback.

————— Rear lot line  
----- Nonstreet side lot line

E. Design Standards.

This section is subject to the provisions of SMC 17C.110.015, Design Standards Administration.

1. A multi-family residential building of three or more units ~~((is))~~ and attached housing in the RMF and RHD zones are subject to the design standards of SMC 17C.110.400 through 17C.110.465.
2. For detached houses on lots forty feet or less wide ~~((and attached housing))~~ and duplexes, where permitted, in the RSF, RSF-C, RTF, RMF and RHD zones, as well as attached housing in the RA, RSF, RSF-C, and RTF zones, the following design standards must be met:
  - a. All street-facing facades must have landscaping along the foundation. There must be at least one three-gallon shrub for every three lineal feet of foundation. (R)
  - b. Sixty percent of the area between the front lot line and the front building line must be landscaped. At a minimum, the required landscaped area must be planted with living ground cover. Up to one-third of the required landscaped area may be for recreational use, or for use by pedestrians. Examples include walkways, play areas, or patios. (R)

- c. ((~~Generous~~)) Use of planting materials and landscape structures such as trellises, raised beds and fencing to unify the overall site design is encouraged, with plantings consistent with L3 open area landscaping standard of SMC 17C.200.030. (P)
- d. Front facade.  
Fire escapes, or exterior stairs that provide access to an upper level are not allowed on the front facade of the building. (R)
- e. Duplexes and attached houses on corner lots ((~~shall~~)) should be designed so each unit is oriented towards a different street. This gives the structure the overall appearance of a house when viewed from either street. (R)
- f. Detached houses on lots forty feet or less wide and both units of a duplex or attached houses must meet the following standards to ensure that the units have compatible elements. Adjustments to this paragraph are prohibited, but modifications may be requested through a design departure. The standards are:
  - i. Entrances. Each of the units must have its address and main entrance oriented toward a street frontage. Where an existing house is being converted to two units, one main entrance with internal access to both units is allowed. (R)
  - ii. Each unit must have a covered, main entry-related porch or stoop area of at least fifty square feet with no dimension less than five feet. (R)
  - iii. Buildings must be modulated along the public street at least every thirty feet. Building modulations must step the building wall back or forward at least four feet. (R)
  - iv. Reduce the potential impact of new duplex and attached housing development on established and historic neighborhoods by incorporating elements and forms from nearby buildings. This may include reference to architectural details, building massing, proportionality, and use of high-quality materials such as wood, brick, and stone. (P)
  - v. Create a human scale streetscape by including vertical and horizontal patterns as expressed by bays, belt lines, doors and windows. (P)
- g. Garages are subject to the garage limitation standards of SMC 17C.110.208(E). (R)

- h. Where off-street parking for two or more dwellings will be developed on abutting lots that are each less than forty feet in width, only one curb cut and sidewalk crossing for each two lots may be permitted, to promote pedestrian-oriented environments along streets, reduce impervious surfaces, and preserve on-street parking and street tree opportunities. (P)

F. Number of Units.

1. RA, RSF and RSF-C Zones.  
A maximum of two houses may be with a common wall. Structures made up of three or more attached houses are prohibited unless approved as a planned unit development.
2. RTF Zone.  
Up to eight attached houses may have a common wall. Structures made up of nine or more attached houses are prohibited unless approved as a planned unit development.
3. RMF and RHD zones.  
There is no limit to the number of attached houses that may have common walls.

Section 4. That SMC section 17C.110.360 is amended to read as follows:

**17C.110.360 Pocket Residential Development**

A. Purpose.

The purpose of the pocket residential development is to:

1. Encourage greater efficiency of land use by allowing compact infill development on aggregate sites.
2. Stimulate new housing that is compatible in scale and character to established surrounding residential areas.
3. Produce a broader range of building forms for residential development.
4. Expand opportunities for affordable home ownership.
5. Promote high quality housing of a character compatible with existing neighborhoods.
6. Encourage adequate, usable open space.

B. Applicability.

Pocket residential development is permitted within the RSF, RSF-C, RTF, RMF, RHD, O, OR, CC, NR, CB, and GC zones.

C. Application Procedure.

Pocket residential development is allowed outright with a building permit. When pocket residential development involves subdivision of land, the application shall be processed in accordance with the procedures of chapter 17G.080 SMC, Subdivisions.

D. Basic Development Standards.

1. Maximum Building Height.  
The maximum height of structures within a pocket residential development is as allowed in the underlying zone.
2. Maximum Building Coverage.  
The maximum building coverage of the aggregate buildings located upon the parent site shall not exceed the maximum building coverage permitted by the underlying zone. Maximum building coverage is not limited in the O, OR, CC, NR, CB, and GC zones.
3. Setbacks.  
Setbacks in a pocket residential development are measured from the exterior boundary of the parent site. The following setbacks are required except in commercial and center and corridor zones where the setbacks are as required in the underlying zoning district.
  - a. Front Setback.  
The front yard requirement for the parent site shall be fifteen feet except as allowed under the front yard averaging provisions of SMC 17C.110.220(D)(1).
  - b. Side Setback, Abutting a Residential Zoning District.  
If the side yard of the site is adjacent to other residentially zoned property the side yard shall be a minimum of five feet.
  - c. Side Setback, Interior to Parent Site.  
If platted, the side yard, interior to the parent site, may be zero, provided, however, that any structure located upon a lot created under SMC 17G.080.065 shall comply with applicable building and fire code and the setbacks applicable to the underlying site development plan.
  - d. Side Setback, Street.  
The street side yard requirement for the parent site shall be a minimum of five feet.
  - e. Rear Setback of the Parent Site.  
Twenty-five feet or as required in the underlying zoning district.

4. Minimum and Maximum Parent Site Size:

- a. The minimum parent site size for a pocket residential development is as follows:
  - i. RSF and RSF-C zone: Eight thousand seven hundred square feet.
  - ii. RTF zone: Four thousand two hundred square feet.
  - iii. RMF, RHD zones: Two thousand nine hundred square feet.
  - iv. O, OR, CC, NR, CB, and GC zones: No minimum parent site size.

- b. The maximum parent site size for a pocket residential development is as follows:

- i. RSF, RSF-C, and RTF zones: One and a half acres. Pocket residential developments in the RSF, RSF-C, and RTF zones over one and a half acres must be approved as a planned unit development.
- ii. RMF, RHD, O, OR, CC, NR, CB, and GC zones: No maximum parent site size.

ATTACHED  
HOUSES OPTION 1

Eliminate size limit in  
higher-density zones

5. Density.

The maximum density allowed in a pocket residential development is limited to that allowed in the underlying zoning district in which the parent site is located, except as permitted by SMC 17C.110.330(C) for transitional sites.

6. Frontage and Access.

Frontage on a public street is not required for lots created in a pocket residential development. Private streets or private access may be used to provide lot frontage when a private street or private access is approved in accordance with chapter 17H.010 SMC. The parent site shall have frontage on a public street sufficient for adequate access and utilities.

7. Parking.


The minimum required off-street parking for a pocket residential development shall comply with the required parking standards of the underlying zone for residential uses in chapter 17C.230 SMC Parking and Loading.

8. Required Outdoor Area.



ATTACHED  
HOUSES  
OPTION 1

Eliminate  
homeowners'  
association  
requirements



Pocket residential developments shall comply with the required outdoor area standards of the underlying zone in accordance with SMC 17C.110.223 and Table 17C.110-3 Development Standards. Common outdoor areas designated to meet this requirement will be permanently maintained by the owner or an appropriate property management entity, if under singular ownership. ~~((In the event that the development is subdivided or condominium platted, a homeowners' association is required to be created for the maintenance of the common open space within the development.))~~ This requirement shall be included in deed restrictions as required in SMC 17G.080.065(D).

9. Permitted Housing Types.

The housing types allowed in a pocket residential development are those allowed in the underlying zone in accordance with Table 17C.110-2.

10. Lot Size.

There is no minimum lot size for lots created within a pocket residential development.

E. Design Standards.

This section is subject to the provisions of SMC 17C.110.015, Design Standards Administration. A multi-family residential building of three or more units and attached housing in the RMF and RHD zones are subject to the design standards of SMC 17C.110.400 through 17C.110.470.

1. Ground Level Access.

In order to create the appearance of individual homes, rather than apartments, each attached dwelling unit shall have its own individual access from grade. Stacked units are permitted to have one main entrance with an internal stair accessed from grade to internal individual unit entrances.

*Individual Access from Grade*



*Example of Individual Access for Each Unit*

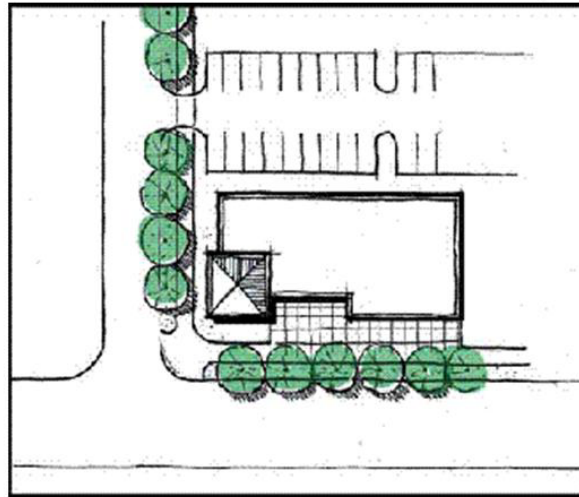


*Example of Individual Access with Shared Open Space*



2. **Parking Lots.**  
To ensure that parking is as unobtrusive as possible the following standards must be met:
  - a. **Alley Access.**  
If the development abuts an alley, parking must be accessed from the alley.

*Example of Surface Parking Accessed from Alley*



- b. Screening: Surface parking lots shall be screened both from the street and adjacent residential development by landscape type L2 see-through buffer in SMC 17C.200.030, Landscape Types. Decorative walls or fences no more than forty-two inches in height may be used in lieu of shrubs. Parking is not allowed in a required front yard setback area.

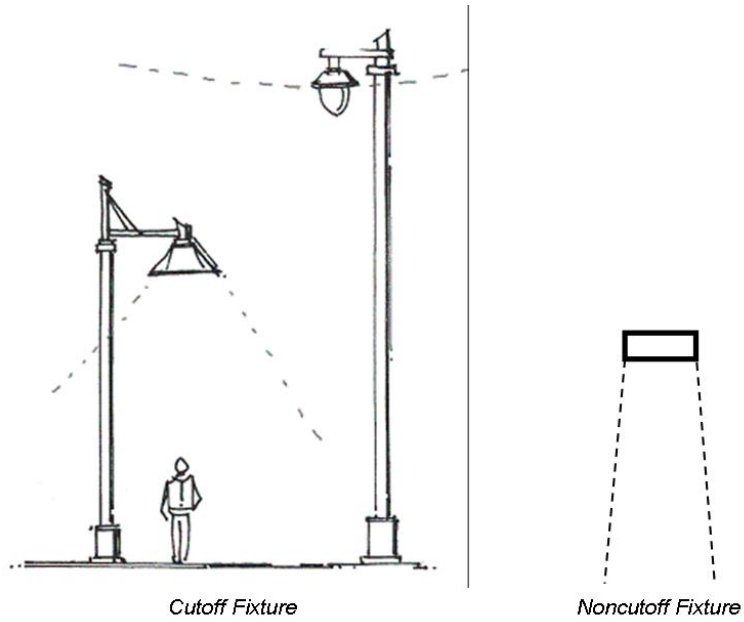
*Planting Material Screen*



*Example of Surface Parking Screened from Street*

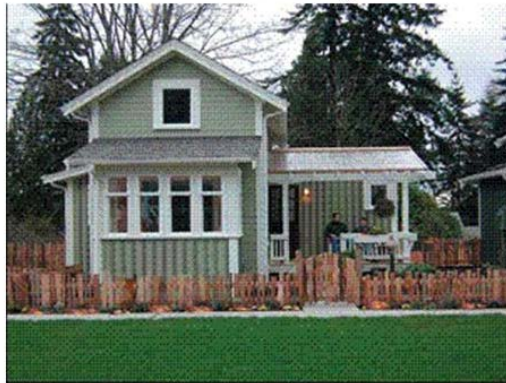


- c. Paving: All surface parking shall be improved in accordance with the standards of SMC 17C.230.140.
- 3. Lighting.  
To diminish the amount of glare and spillover from lighting, the following standards shall apply:
  - a. Intensity: Exterior lighting fixtures shall not exceed one foot-candle in intensity.
  - b. Cutoffs Required: Lighting fixtures shall comply with the standards of SMC 17C.220.080



4. Fencing: To ensure a residential atmosphere, fencing higher than forty two inches shall not be permitted along any street frontage.

*Residential Fencing*



*Residential Fence Along Street Frontage No Higher than 42 inches*



5. Residential Building Design.

This section is subject to the provisions of SMC 17C.110.015, Design Standards Administration. For pocket residential development, the following design standards must be met:

- a. All street-facing facades must have landscaping along the foundation. There must be at least one three-gallon shrub for every three lineal feet of foundation. (R)
- b. Sixty percent of the area between the front lot line and the front building line must be landscaped. At a minimum, the required landscaped area must be planted with living ground cover. Up to one-third of the required landscaped area may be for recreational use, or for use by pedestrians. Examples include walkways, play areas, or patios. (R)
- c. Use of planting materials and landscape structures such as trellises, raised beds and fencing to unify the overall site design is encouraged, with plantings consistent with L3 open area landscaping standard of SMC 17C.200.030.(P)
- d. Front facade. Fire escapes, or exterior stairs that provide access to an upper level are not allowed on the front facade of the building. (R)
- e. Duplexes and attached houses on corner lots shall be designed so each unit is oriented towards a different street. This gives the structure the overall appearance of a house when viewed from either street. (R)
- f. All units must meet the following standards. Adjustments to this paragraph are prohibited, but modifications may be requested through a design departure. The standards are:
  - i. Entrances. Each of the units fronting on the street must have its address, windows, and main entrance oriented toward a street frontage. Units that are on the interior of a parent site may be oriented toward a private access or shared open space. Where an existing house is being converted to two units, one main entrance with internal access to both units is allowed. (R)
  - ii. Each unit must have a covered, main entry-related porch or stoop area of at least fifty square feet with no dimension less than five feet. (R)
  - iii. Attached units must be modulated along the public street at least every thirty feet. Building modulations must step the building wall back or forward at least four feet. (R)

- iv. Reduce the potential impact of new Pocket Residential Development on established and historic neighborhoods by incorporating elements and forms from nearby buildings. This may include reference to architectural details, building massing, proportionality, and use of high-quality materials such as wood, brick, and stone. (P)
- v. Create a human scale streetscape by including vertical and horizontal patterns as expressed by bays, belt lines, doors and windows. (P)



I feel these changes to parking requirements, while complicated, are a useful improvement and allow additional parking flexibility in urban infill situation. I would recommend the Plan Commission accept this code change.

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

The City of Spokane does ordain:

Section 1. That SMC section 17C.230.100 is amended to read as follows:

**17C.230.100 General Standards**

- A. Where the Standards Apply.  
The standards of this chapter apply to all parking areas in RA, RSF, RTF, RMF, RHD, O, OR, NR, NMU, CB, GC, Downtown, CC, industrial, and FBC zones, whether required by this code or put in for the convenience of property owners or users. Parking areas include those accessory to a use, part of a commercial parking use, or for a park and ride facility in the basic utilities use category. Some zoning categories have unique parking standards as provided in Table 17C.230-1.
- B. Occupancy.  
All required parking areas must be completed and landscaped prior to occupancy of any structure except as provided in chapter 17C.200 SMC, Landscaping and Screening.
- C. Calculations of Amounts of Required and Allowed Parking.
1. When computing parking spaces based on floor area, floor area dedicated for parking is not counted.
  2. The number of parking spaces is computed based on the uses on the site. When there is more than one use on a site, the required or allowed parking for the site is the sum of the required or allowed parking for the individual uses. For joint use parking, see SMC 17C.230.110(B)(2).
  3. If the maximum number of spaces allowed is less than or equal to the minimum number required, then the maximum number is automatically increased to one more than the minimum.
  4. If the maximum number of spaces allowed is less than one, then the maximum number is automatically increased to one.
  5. When the calculation of required or allowed parking results in a decimal fraction, the number of parking spaces required or allowed is rounded up to the next whole number.
- D. Use of Required Parking Spaces.  
Required parking spaces must be available for the use of residents, customers, or employees of the use. Fees may be charged for the use of required parking spaces, except for group living and residential household living uses. Required parking spaces may not be assigned in any way to a use on another site, except

for joint parking situations. Required parking spaces must be made available to employees; it cannot be restricted only to customers. See SMC 17C.230.110(B)(2). Also, required parking spaces may not be used for the parking of equipment or storage of goods or inoperable vehicles.

E. Proximity of Parking to Use.

1. Required parking spaces for all industrial and commercial zones, except center and corridor zones, must be located on the site of the use or in parking areas whose closest point is within four hundred feet of the site. In center and corridor zones, parking is required to be located within six hundred feet of the use.
2. Required parking spaces for uses in the RA, RSF, RTF, and RMF zones must be located on the site of the use. Required parking for the uses in the RHD zone must be located on the site of the use or in parking areas whose closest point is within four hundred feet of the site.

F. Stacked Parking.

Stacked or valet parking is allowed if an attendant is present to move vehicles. If stacked parking is used for required parking spaces, some form of guarantee must be filed with the City ensuring that an attendant will always be present when the lot is in operation. The requirements for minimum or maximum spaces and all parking area development standards continue to apply for stacked parking.

G. On-Street Parking.

The minimum number of required parking spaces may be reduced by the number of on-street parking spaces immediately adjacent to a site's public right-of-way frontages, located on the same side of the street. The street must be paved, with sidewalks that are ADA accessible. Each complete twenty linear foot section of right-of-way where parallel parking is permitted is considered a parking space. Where parallel, diagonal or other on-street parking is marked on the street or officially designated by other means; the number of complete parking spaces that are adjacent on the same side of the street to the site's frontage are counted. An on-street parking space shall not be counted if it is restricted in its use as a designated loading, taxi or other special use zone or if parking is prohibited for more than five hours any twenty four-hour period. When calculating the number of required bicycle parking spaces per SMC 17C.230.200, the number of vehicle off-street parking spaces that would be required before this reduction is applied is the figure that is used.

H. Curb Cuts.

Curb cuts and access restrictions are regulated by the City engineering services department. Other zoning standards or design guidelines may apply.

Section 2. That SMC section 17C.230.130 is amended to read as follows:

## **17C.230.130            Parking Exceptions**

- A. In center and corridor downtown, and FBC CA1, CA2, and CA3 zones any new building or building addition with a floor area less than three thousand square feet shall have no parking requirement.
- B. In the neighborhood retail zone, any existing building, new building, or building addition, having a floor area less than three thousand square feet shall have no parking requirement. In addition, if a building has a floor area of five thousand square feet or less, the parking requirement will be determined after deducting the three thousand square foot exemption from the building's floor area. For example, the parking requirement for a four thousand square foot building would be based on one thousand square feet of floor area – i.e., a four thousand square foot building size minus the three thousand square foot exemption.
- C. The director may approve ratios that are higher than the maximum or lower than the minimum if sufficient factual data is provided to indicate that a different amount is appropriate. The applicant assumes the burden of proof. Approval of parking above the maximum shall be conditioned upon increasing the amount of required landscaping by thirty percent. Approval of parking below the minimum shall be conditioned upon the project contributing towards a pedestrian and transit supportive environment both next to the immediate site and in the surrounding area. When determining if a different amount of parking is appropriate, the director shall consider the proximity of the site to frequent transit service, the intensity of the zoning designation of the site and surrounding sites, and the character of the proposed use.
- D. If property owners and businesses establish a parking management area program with shared parking agreements, the director may reduce or waive parking requirements.
- E. Except in the residential single-family and residential two-family zones, existing legal nonconforming buildings that do not have adequate parking to meet the standards of this section are not required to provide off-street parking when remodeling which increases the amount of required parking occurs within the existing structure.

### **F. Attached Housing.**

The following exceptions apply only to attached housing (defined in SMC 17A.020.010) in the RMF and RHD zones. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development.

- 1. On a lot at least partially within one thousand three hundred twenty feet of CC, CA, or DT zone or CC3 zoning overlay, the minimum number of off-street vehicle parking spaces required is fifty percent less than the minimum required for Residential Household Living in Table 17C.230-2.

2. On a lot farther than one thousand three hundred twenty feet of a CC, CA, or DT zone or CC3 zoning overlay, the minimum number of off-street vehicle parking spaces required is thirty percent less than the minimum required for Residential Household Living in Table 17C.230-2.

<b>TABLE 17C.230-2</b> <b>PARKING SPACES BY USE [1]</b> <b>(Refer to <a href="#">Table 17C.230-1</a> for Parking Space Standards by Zone)</b> <b>CU = Conditional Use</b>			
<b>RESIDENTIAL CATEGORIES</b>			
<b>USE CATEGORIES</b>	<b>SPECIFIC USES</b>	<b>MINIMUM PARKING</b>	<b>MAXIMUM PARKING</b>
Group Living		1 per 4 residents	None
Residential Household Living		1 per unit plus 1 per bedroom after 3 bedrooms; 1 per Accessory Dwelling Unit (ADU); Single Resident Occupancy (SRO) are exempt	None
<b>COMMERCIAL CATEGORIES</b>			
<b>USE CATEGORIES</b>	<b>SPECIFIC USES</b>	<b>MINIMUM PARKING</b>	<b>MAXIMUM PARKING</b>
Adult Business		1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Commercial Outdoor Recreation		20 per acre of site	30 per acre of site
Commercial Parking		Not applicable	None
Drive-through Facility		Not applicable	None
Major Event Entertainment		1 per 8 seats or per CU review	1 per 5 seats or per CU review
Office	General Office	1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area
	Medical/Dental Office	1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area

Quick Vehicle Servicing		1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Retail Sales and Service	Retail, Personal Service, Repair-oriented	1 per 330 sq. ft. of floor area	1 per 200 sq. ft. of floor area
	Restaurants and Bars	1 per 250 sq. ft. of floor area	1 per 60 sq. ft. of floor area
	Health Clubs, Gyms, Lodges, Meeting Rooms and similar continuous entertainment, such as Arcades and Bowling Alleys	1 per 330 sq. ft. of floor area	1 per 180 sq. ft. of floor area
	Temporary Lodging	1 per rentable room; for associated uses such as Restaurants, see above	1.5 per rentable room; for associated uses such as Restaurants, see above
	Theaters	1 per 4 seats or 1 per 6 feet of bench area	1 per 2.7 seats or 1 per 4 feet of bench area
	Retail sales and services of large items, such as appliances, furniture and equipment	1 per 1,000 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Mini-storage Facilities		Same as Warehouse and Freight Movement	Same as Warehouse and Freight Movement
Vehicle Repair		1 per 750 sq. ft. of floor area	1 per 200 sq. ft. of floor area
<b>INDUSTRIAL CATEGORIES</b>			
<b>USE CATEGORIES</b>	<b>SPECIFIC USES</b>	<b>MINIMUM PARKING</b>	<b>MAXIMUM PARKING</b>
Industrial Services, Railroad Yards, Wholesale Sales		1 per 1,000 sq. ft. of floor area	1 per 200 sq. ft. of floor area

Manufacturing and Production		1 per 1,000 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Warehouse and Freight Movement		1 per 1,000 sq. ft. of floor area for the first 3,000 sq. ft. of floor area and then 1 per 3,500 sq. ft. of floor area thereafter	1 per 200 sq. ft. of floor area
Waste-related		Per CU review	Per CU review
<b>INSTITUTIONAL CATEGORIES</b>			
<b>USE CATEGORIES</b>	<b>SPECIFIC USES</b>	<b>MINIMUM PARKING</b>	<b>MAXIMUM PARKING</b>
Basic Utilities		None	None
Colleges		1 per 600 sq. ft. of floor area exclusive of dormitories, plus 1 per 4 dorm rooms	1 per 200 sq. ft. of floor area exclusive of dormitories, plus 1 per 2.6 dorm room
Community Service		1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Daycare		1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Medical Centers		1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Parks and Open Areas		Per CU review for active areas	Per CU review for active areas
Religious Institutions		1 per 100 sq. ft. of main assembly area or per CU review	1 per 60 sq. ft. of main assembly area
Schools	Grade, Elementary, Junior High	1 per classroom	2.5 per classroom
	High School	7 per classroom	10.5 per classroom
<b>OTHER CATEGORIES</b>			
<b>USE CATEGORIES</b>	<b>SPECIFIC USES</b>	<b>MINIMUM PARKING</b>	<b>MAXIMUM PARKING</b>
Agriculture		None or per CU review	None or per CU review

Aviation and Surface Passenger Terminals		Per CU review	Per CU review
Detention Facilities		Per CU review	Per CU review
Essential Public Facilities		Per CU review	Per CU review
Wireless Communication Facilities		None or per CU review	None or per CU review
Rail Lines and Utility Corridors		None	None
[1] The director may approve different amounts of parking spaces under the exceptions listed in SMC 17C.230.130.			

Section 3. That SMC section 17C.230.140 is amended to read as follows:

#### **17C.230.140 Development Standards**

- A. Purpose  
The parking area layout standards are intended to promote safe circulation within the parking area and provide for convenient entry and exit of vehicles.
- B. Where These Standards Apply  
The standards of this section apply to all vehicle areas whether required or excess parking.
- C. Improvements
  - 1. Paving.  
In order to control dust and mud, all vehicle areas must be surfaced with a minimum all-weather surface. Such surface shall be specified by the city engineer. Alternatives to the specified all-weather surface may be provided, subject to approval by the city engineer. The alternative must provide results equivalent to paving. All surfacing must provide for the following minimum standards of approval:
    - a. Dust is controlled.
    - b. Stormwater is treated to City standards; and
    - c. Rock and other debris is not tracked off-site.

The applicant shall be required to prove that the alternative surfacing provides results equivalent to paving. If, after construction, the City determines that the alternative is not providing the results equivalent to



paving or is not complying with the standards of approval, paving shall be required.

2. Striping.

All parking areas, except for stacked parking, must be striped in conformance with the parking dimension standards of subsection (E) of this section, except parking for single-family residences, duplexes, and accessory dwelling units.

3. Protective Curbs Around Landscaping.

All perimeter and interior landscaped areas must have continuous, cast in place, or extruded protective curbs along the edges. Curbs separating landscaped areas from parking areas may allow stormwater runoff to pass through them. Tire stops, bollards or other protective barriers may be used at the front ends of parking spaces. Curbs may be perforated or have gaps or breaks. Trees must have adequate protection from car doors as well as car bumpers. This provision does not apply to single-family residence, duplexes and accessory dwelling units.

D. Stormwater Management

Stormwater runoff from parking lots is regulated by the engineering services department.

E. Parking Area Layout

1. Access to Parking Spaces.

All parking areas, except stacked parking areas, must be designed so that a vehicle may enter or exit without having to move another vehicle.

2. Parking Space and Aisle Dimensions.

a. Parking spaces and aisles in RA, RSF, RSF-C, RTF, RMF, RHD, FBC CA4, O, OR, NR, NMU, CB, GC, and industrial zones must meet the minimum dimensions contained in Table 17C.230-3.

b. Parking spaces and aisles in Downtown CC, and FBC CA1, CA2, CA3 zones must meet the minimum dimensions contained in Table 17C.230-4.

c. In all zones, on dead end aisles, aisles shall extend five feet beyond the last stall to provide adequate turnaround.

3. Parking for Disabled Persons.

The city building services department regulates the following disabled person parking standards and access standards through the building code and the latest ANSI standards for accessible and usable buildings and facilities:

- a. Dimensions of disabled person parking spaces and access aisles.
  - b. The minimum number of disabled person parking spaces required.
  - c. Location of disabled person parking spaces and circulation routes.
  - d. Curb cuts and ramps including slope, width and location; and
  - e. Signage and pavement markings.
4. A portion of a standard parking space may be landscaped instead of paved, as follows:
- a. The landscaped area may be up to two feet of the front of the space as measured from a line parallel to the direction of the bumper of a vehicle using the space, as shown in Figure 17C.230-3. Any vehicle overhang must be free from interference from sidewalks, landscaping, or other required elements.

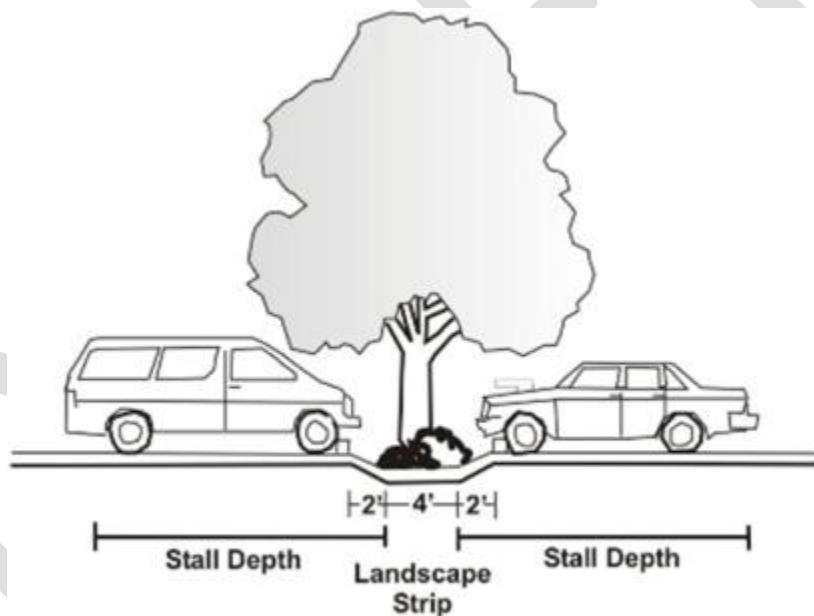


Figure 17C.230-3 Landscaped area at front of parking space

- b. Landscaping must be ground cover plants; and
  - c. The landscaped area counts toward parking lot interior landscaping requirements and toward any overall site landscaping requirements. However, the landscaped area does not count toward perimeter landscaping requirements.
5. Engineering Services Department Review

The engineering services department reviews the layout of parking areas for compliance with the curb cut and access restrictions of [chapter 17H.010 SMC](#).

**Table 17C.230-3**  
**RA, RSF, RSF-C, RTF, RMF, RHD, FBC CA4, O, OR, NMU, CB, GC and Industrial Zones**  
**Minimum Parking Space and Aisle Dimensions [1, 2]**

Angle (A)	Width (B)	Curb Length (C)	1-way Aisle Width (D)	2-way Aisle Width (D)	Stall Depth (E)
0° (Parallel)	8 ft.	20 ft.	12 ft.	22 ft.	8 ft.
30°	8 ft. 6 in.	17 ft.	12 ft.	22 ft.	15 ft.
45°	8 ft. 6 in.	12 ft.	12 ft.	22 ft.	17 ft.
60°	8 ft. 6 in.	9 ft. 9 in.	16 ft.	22 ft.	18 ft.
90°	8 ft. 6 in.	8 ft. 6 in.	22 ft.	22 ft.	18 ft.

Notes:

[1] See Figure 17C.230-4.

[2] Dimensions of parking spaces for the disabled are regulated by the building code.  
See [SMC 17C.230.140\(E\)\(3\)](#).

**Table 17C.230-4**  
**Downtown, CC, NR, FBC CA1, CA2, and CA3 Zones**  
**Minimum Parking Space and Aisle Dimensions [1, 2]**

Angle (A)	Width (B)	Curb Length (C)	1-way Aisle Width (D)	2-way Aisle Width (D)	Stall Depth (E)
0° (Parallel)	8 ft.	20 ft.	12 ft.	20 ft.	8 ft.
30°	8 ft. 6 in.	17 ft.	12 ft.	20 ft.	15 ft.
45°	8 ft. 6 in.	12 ft.	12 ft.	20 ft.	17 ft.
60°	8 ft. 6 in.	9 ft. 9 in.	16 ft.	20 ft.	17 ft. 6 in.
90°	8 ft. 6 in.	8 ft. 6 in.	20 ft.	20 ft.	16 ft.

Notes:

[1] See Figure 17C.230-4.

[2] Dimensions of parking spaces for the disabled are regulated by the building code. See [SMC 17C.230.140\(E\)\(3\)](#).

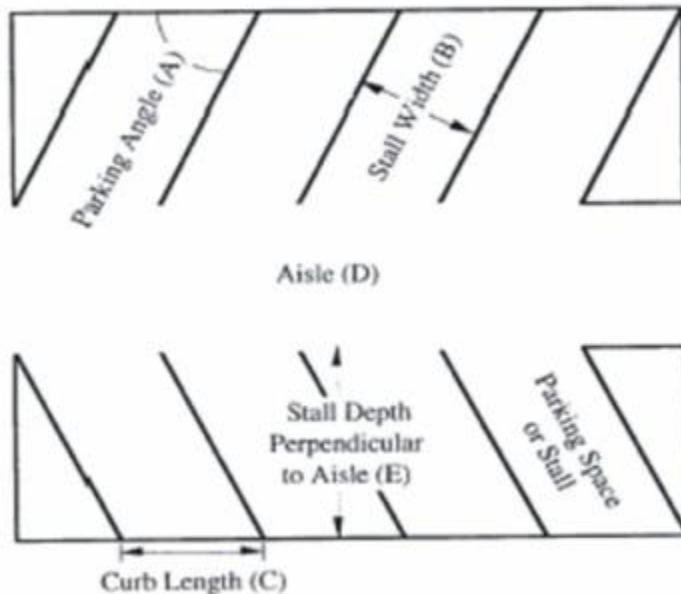
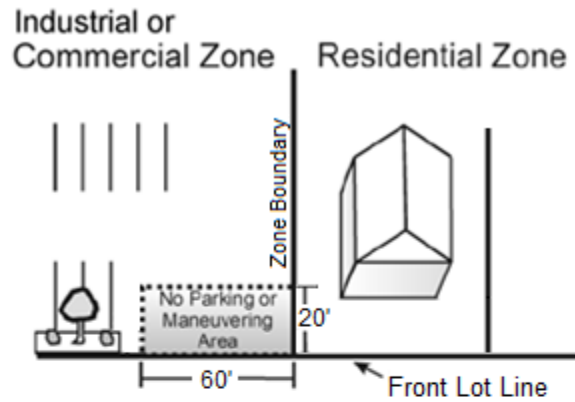


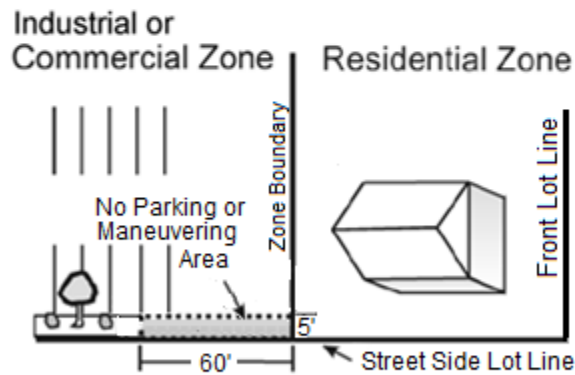
Figure 17C.230-4 Parking Dimension Factors

#### F. Parking Area Setbacks and Landscaping

1. For parking areas on sites abutting residential zoning districts, parking spaces or maneuvering areas for parking spaces, other than driveways that are perpendicular to the street, are ~~((not allowed within the first twenty feet from a street lot line for the first sixty feet from the boundary of))~~ required to be setback a distance equal to the setback specified in SMC 17C.230.145(C)(1) of the adjacent residential zoning district for the first sixty feet from the zoning district boundary (Figure 17C.230-5).



A. Setback adjacent to front lot line.



B. Setback adjacent to street side lot line.

Figure 17C.230-5 Parking Area Setback

[Note: Add the graphic above.]

2. All landscaping must comply with the standards of [chapter 17C.200 SMC](#), Landscaping and Screening.

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

An ordinance relating to alternative residential subdivisions, amending Spokane Municipal Code (SMC) sections 17G.080.065.

The City of Spokane does ordain:

Section 1. That SMC section 17G.080.065 is amended to read as follows:

**17G.080.065            Alternative Residential Subdivisions**

A.     Purpose.

The purpose of these provisions is to allow for the creation of lots for alternative residential development as described in SMC 17C.110.300, including attached housing, cottage housing, and similar developments with multiple dwelling units on a parent site, while applying only those site development standards applicable to the parent site as a whole, rather than to individual lots resulting from the subdivision.

B.     Applicability.

The types of ~~((existing))~~ development that may use the alternative residential subdivision are:

1.     Cottage housing projects approved under SMC 17C.110.350;
2.     Housing developed under SMC 17C.110.360 Pocket Residential Development; or
3.     A similar existing development that consists of multiple dwelling units on a single parcel or site, provided that such existing structures shall comply with applicable building and fire code.

C.     Application Procedure.

Alternative residential subdivisions of nine or fewer lots shall be processed as short plats and all others shall be processed as subdivisions according to the associated permit types in SMC chapter 17G.060.

D.     General Regulations.

**ATTACHED HOUSES  
OPTION 1 - Change  
requirements for  
attached houses to  
follow multifamily  
design standards  
instead of pocket  
residential.**

1. An alternative residential subdivision shall meet development standards applicable to the underlying site development plan approval, if any, the basic development standards and design standards of SMC 17C.110.350 Cottage Housing, ~~((or))~~ SMC 17C.110.360 Pocket Residential Development, or design standards of SMC 17C.110.400 through 17C.110.465 for attached housing in

RMF and RHD zones, and the provisions of this section. As a result of the alternative residential subdivision, development on individual lots may be nonconforming as to some or all of the development standards based on analysis of the individual lot. So long as the parent site meets the criteria of the underlying site development plan or the dwelling units are already in existence, each lot will be deemed to be in conformance. If existing dwelling units do not comply with development standards (i.e.: minimum building setbacks, maximum density, etc.), a lot may be created for each existing dwelling unit. Subsequent platting actions, additions or modifications to the structure(s) may not create or increase any nonconformity of the parent site;

2. Alternative residential subdivisions shall be subject to all applicable requirements of Title 17 SMC, except as otherwise modified by this section;
3. Each lot's area and width for purposes of subdivision may be as small as the footprint of the individual dwelling unit;

**ATTACHED HOUSES  
OPTION 1 - Change  
requirements for  
subdivisions to  
respond to situations  
where smaller  
developments will not  
require homeowners'  
associations.**

4. Portions of the parent site not subdivided for individual lots shall be owned in common by the owners of the individual lots, or by a homeowners association comprised of the owners of the individual lots located within the parent site. ~~((A homeowners' association is required to be created for the maintenance of any shared required outdoor area or other open space, shared parking areas, and other common use areas, buildings, and utilities within the development.))~~ This requirement shall be included in deed restrictions as required in paragraph 7;

5. Maximum building coverage of the aggregate buildings located upon the parent site shall not exceed the maximum building coverage permitted by the underlying zone;
6. Except for existing nonconforming development, building setbacks shall be as required for the zone as applied to the underlying parent site as a whole. There shall be no setback required from individual lot lines which are interior to the perimeter of the parent site; provided, however, that any structure located upon a lot created hereunder shall comply with the setbacks applicable to the underlying site development plan;
7. Access easements, joint use and maintenance agreements, and covenants, conditions and restrictions identifying the rights and responsibilities of



property owners and/or the homeowners association shall be executed for use and maintenance of common garage, parking and vehicle access areas; on-site recreation; landscaping; utilities; common open space; exterior building facades and roofs; and other similar features, and shall be recorded with the county auditor's office. Separation requirements for utilities must be met. Each alternative residential subdivision shall make adequate provisions for ingress, egress and utilities access to and from each lot created by reserving such common areas or other easements over and across the parent site as deemed necessary to comply with all other design and development standards generally applicable to the underlying site development plan ((:)) .

8. Notes shall be placed on the plat recorded with the county auditor's office to acknowledge the following:
  - a. Approval of the design and layout of the development was granted by the review of the development, as a whole, on the parent site by the site development plan approval (stating the subject project file number if applicable);
  - b. Subsequent platting actions, additions or modifications to the structure(s) may not create or increase any nonconformity of the parent site as a whole, and shall conform to the approved site development plan;
  - c. If a structure or portion of a structure has been damaged or destroyed, any repair, reconstruction or replacement of the structure(s) shall conform to the approved site development plan;
  - d. Additional development of the individual lots may be limited as a result of the application of development standards to the parent site.

E. Conflicts.

Any conflicts between the provisions of this section and the text of other sections in the Unified Development Code shall be resolved in favor of the text of this section.

**From:** Gwinn, Nathan  
**To:** ["Daniel Clark"](#)  
**Subject:** RE: Infill Housing Comments  
**Date:** Wednesday, November 14, 2018 12:09:00 PM

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Thank you, Daniel. I will include these comments in the public record for the file.

**Nathan Gwinn** | Assistant Planner | Planning & Development

509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)

**From:** Daniel Clark <clarkdr81@gmail.com>  
**Sent:** Tuesday, November 13, 2018 5:54 PM  
**To:** Gwinn, Nathan <ngwinn@spokanecity.org>  
**Subject:** Infill Housing Comments

Hi Nathan,

I will not be able to attend tomorrow's Plan Commission meeting regarding the proposed Infill Code Revisions, however, I would like to voice my support of the proposed revisions.

While not perfect, I believe these code revisions will not only lead to more housing options, but will create the density necessary for thriving urban neighborhoods. In addition, the Plan Commission should consider allowing for new neighborhood commercial centers (ie. Perry Street, the Scoop) and encourage increased investment in multi-modal transportation options (ie. public transit, bike lanes). Such measures will increase the likelihood of successful infill housing developments.

Some objections to these proposed code revisions express fears that by adopting these code revisions Spokane will become more like Seattle. However, one need only set foot in the two cities to realize these fears are completely unfounded. Seattle and Spokane are worlds apart and a slight increase in density won't change that.

Thank you,  
Daniel Clark, MURP

**From:** [Palmquist, Tami](#)  
**To:** [Gwinn, Nathan](#); [Trautman, Heather](#); [Black, Tirrell](#); [Richman, James](#)  
**Cc:** [Becker, Kris](#)  
**Subject:** RE: Infill presentation  
**Date:** Wednesday, November 14, 2018 11:18:32 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

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Heather,

Development Services has significant concerns with the proposal to exempt a platting action when proposing new attached housing. The platting action is the mechanism that allows us to record covenants that bind the development to certain requirements. This is especially important when dealing with access, storm water, water and sewer requirements on a small parcel. Without the ability to record requirements on the affected parcels the tracking of said requirements would be difficult if not impossible to enforce. We frequently run into conflicts when developing these types of lots, managing expectations and the realities of providing services. The platting process provides transparency of expected development standards, ensuring that developers can adequately plan their projects.

**Tami Palmquist, AICP, CFM** | Principal Planner

*direct 509.625.6157 | planning line 509.625.6188 | main 509.625.6300*

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**From:** Gwinn, Nathan

**Sent:** Wednesday, November 14, 2018 9:37 AM

**To:** Trautman, Heather <[htrautman@spokanecity.org](mailto:htrautman@spokanecity.org)>; Black, Tirrell <[tblack@spokanecity.org](mailto:tblack@spokanecity.org)>; Palmquist, Tami <[tpalmquist@spokanecity.org](mailto:tpalmquist@spokanecity.org)>; Richman, James <[jrichman@spokanecity.org](mailto:jrichman@spokanecity.org)>

**Subject:** Infill presentation

The presentation for today's hearing on the infill proposal is attached. I may need to trim content to stay within 15 minutes. Please note some animations are added that will resolve formatting issues (such as Slide 17).

I am still working on remarks for the introduction that will address the SHBA comments.



**Nathan Gwinn** | Assistant Planner | Planning & Development

509.625.6893 | [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org) | [www.spokanecity.org](http://www.spokanecity.org)



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

01/07/2019

**Date Rec'd**

12/20/2018

**Clerk's File #**

ORD C35731

**Renews #****Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

PLANNING

**Contact Name/Phone**

NATHAN GWINN 6893

**Contact E-Mail**

NGWINN@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Agenda Item Name**

0650 ORDINANCE 17C.230

**Agenda Wording**

An ordinance relating to parking and loading standards, amending Spokane Municipal Code (SMC) sections 17C.230.100, 17C.230.130, and 17C.230.140.

**Summary (Background)**

Code amendments to specify whole number rounding for parking calculations (SMC 17C.230.100), introduce a new parking exception for attached housing in RMF and RHD zones (SMC 17C.230.130), and reduce some parking area setbacks on sites that abut residential zones (SMC 17C.230.140). On November 28, 2018, the City Plan Commission voted to recommend that the City Council approve the proposal.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

TRAUTMAN, HEATHER

**Division Director**

KINDER, DAWN

**Finance**

HUGHES, MICHELLE

**Legal**

RICHMAN, JAMES

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session**

12/13/2018

**Other**

10/08/2018

**Distribution List**

dkinder@spokanecity.org

htrautman@spokanecity.org

tpalmquist@spokanecity.org

tblack@spokanecity.org

**Additional Approvals****Purchasing****CITY COUNCIL**

MCDANIEL, ADAM

ngwinn@spokanecity.org

## ORDINANCE NO. C35731

An ordinance relating to parking and loading standards, amending Spokane Municipal Code (SMC) sections 17C.230.100, 17C.230.130, and 17C.230.140.

WHEREAS, it is a planning goal of the Washington State Growth Management Act under RCW 36.70A.020(1) to “Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner;” and

WHEREAS, in compliance with Chapter 36.70A RCW, the City of Spokane adopted a Comprehensive Plan on May 21, 2001; and

WHEREAS, the City of Spokane is required under RCW 36.70A.040(4)(d) to implement the goals and policies of the City’s Comprehensive Plan by adoption of implementing development standards; and

WHEREAS, the Washington Administrative Code 365-196-300(3)(b)(i) states “Development regulations must allow development at the densities assumed in the comprehensive plan;” and

WHEREAS, the City of Spokane’s Comprehensive Plan encourages the efficient use of land in proximity to Centers and Corridors designated on the Land Use Plan Map (Goal LU 3), provides minimum and maximum residential densities (Land Use Chapter, Section 3.4), and provides opportunities for a variety of housing types that are safe and affordable for all income levels (Goal H1); and

WHEREAS, the City of Spokane Comprehensive Plan, Land Use Chapter, Policy LU 7.1, Regulatory Structure, states: “*Develop a land use regulatory structure that utilizes a variety of mechanisms to promote development that provides a public benefit;*” and

WHEREAS, the City of Spokane Comprehensive Plan, Transportation Chapter, Goal TR 18, Parking, states: “*Develop and administer vehicle parking policies that appropriately manage the demand for parking based upon the urban context desired;*” and

WHEREAS, according to the Washington Commerce Department’s 2015 Housing Needs Assessment (“Assessment”), more than 24,000 of homeowner households at every income level assessed in the Spokane Urbanized Area paid more than 30 percent of their income on housing, a status defined as “cost-burdened;” and

WHEREAS, more than 28,000 renter households were also cost-burdened, according to the Assessment; and

WHEREAS, together these households represented a third of the total number of households; meanwhile, only 43 percent of households earning less than \$31,500 (50% of median family income) had access to affordable and available housing, according to the Assessment; and

WHEREAS, according to American Community Survey (“ACS”) 5-year estimates ending in 2016, more than ten percent of all households in the city of Spokane had no vehicle, while 36 percent of households in the city had one vehicle; and

WHEREAS, according to ACS 1-year estimates, rental vacancies in 2017 in Spokane County and the city of Spokane were at 2.4 percent, the lowest level for at least thirteen years; and

WHEREAS, in 2016, a Plan Commission subcommittee (“committee”) was formed to identify local issues and develop strategies to overcome obstacles to infill development that would enable and promote high-quality development on vacant land; and

WHEREAS, during a public engagement process that solicited community input, the committee learned of interest in construction of attached housing, such as townhouses, and identified potential barriers that are making it difficult or impossible to achieve the densities and housing options envisioned in the Comprehensive Plan; and

WHEREAS, the committee prepared a series of recommendations that included proposed regulatory changes, including amendments to update development standards to support attached housing and more efficient use of land; and

WHEREAS, the Spokane City Council adopted Resolution 2016-94 on November 21, 2016, recognizing the committee’s summary report and recommendation as a guide for future program development and potential regulatory implementation measures; and

WHEREAS, it is necessary to create opportunities to compatibly increase the affordable housing supply and respond to demands of citizens of every income level experiencing a shortage of housing, as indicated by comments received and the historic low vacancy rates; and

WHEREAS, related to public health, safety, welfare, and protection of the environment, this ordinance is intended to make more efficient use of available lands, and encourage development in closer proximity to services, effectively reducing sprawl; and

WHEREAS, the changes are aligned with the committee recommendations to remove identified barriers that make it difficult or impossible to achieve the densities and housing options envisioned in the Comprehensive Plan; and

WHEREAS, the City complied with RCW 36.70A.370 in the process of adopting this Ordinance; and

WHEREAS, the City conducted open house meetings on May 3 and May 9, 2018; and

WHEREAS, the City encouraged public participation and provided information on the amendments on its website (<http://my.spokanecity.org/projects>); and

WHEREAS, the City of Spokane Plan Commission held workshops throughout the process; and

WHEREAS, a State Environmental Policy Act ("SEPA") Checklist was prepared and a Determination of Non-Significance ("DNS") was issued on June 27, 2018, for the proposed amendments; and

WHEREAS, public notice was published in the Spokesman Review on June 27, and July 4, 2018, giving notice of the Plan Commission public hearing and SEPA Checklist and DNS; and

WHEREAS, on July 11, 2018, the City Plan Commission held a public hearing on the proposed amendments, where the Plan Commission heard testimony from the public; and

WHEREAS, during the hearing, the Plan Commission entertained a number of proposals to amend the draft regulations; and

WHEREAS, the Plan Commission voted to consider several of the amendments and asked staff to conduct research regarding the proposed amendments and their impacts; and

WHEREAS, the Plan Commission continued the hearing to November 14, 2018, for the purposes of allowing additional public comment and testimony on the proposed amendments; and

WHEREAS, a revised SEPA Checklist was prepared and a revised DNS was issued on October 31, 2018, for the proposed amendments; and

WHEREAS, public notice was published in the Spokesman Review on October 31, and November 7, 2018, giving notice of the Plan Commission public hearing and of the revised SEPA Checklist and DNS; and

WHEREAS, on November 14, 2018, the Plan Commission held a public hearing on the recommended amendments and continued its deliberations until November 28, 2018; and

WHEREAS, on November 28, 2018, the Plan Commission recommended, by a vote of 8-0, approval of the amendments in this Ordinance and in two separate ordinances related to text amendments in chapter 17C.110 SMC, Residential Zones; and in SMC 17G.080.065, Alternative Residential Subdivisions; and

WHEREAS, the City Council adopts the findings and conclusions of the Plan Commission and further incorporates the Planning Department's entire file into the record in support of the Council's adoption of this Ordinance; and

WHEREAS, the public has had opportunities to participate throughout the process and all persons desiring to comment were given an opportunity to be heard; -- Now, Therefore

The City of Spokane does ordain:

Section 1. That SMC section 17C.230.100 is amended to read as follows:

**17C.230.100            General Standards**

- A.    Where the Standards Apply.  
The standards of this chapter apply to all parking areas in RA, RSF, RTF, RMF, RHD, O, OR, NR, NMU, CB, GC, Downtown, CC, industrial, and FBC zones, whether required by this code or put in for the convenience of property owners or users. Parking areas include those accessory to a use, part of a commercial parking use, or for a park and ride facility in the basic utilities use category. Some zoning categories have unique parking standards as provided in Table 17C.230-1.
- B.    Occupancy.  
All required parking areas must be completed and landscaped prior to occupancy of any structure except as provided in chapter 17C.200 SMC, Landscaping and Screening.
- C.    Calculations of Amounts of Required and Allowed Parking.
  - 1.    When computing parking spaces based on floor area, floor area dedicated for parking is not counted.
  - 2.    The number of parking spaces is computed based on the uses on the site. When there is more than one use on a site, the required or allowed parking for the site is the sum of the required or allowed parking for the individual uses. For joint use parking, see SMC 17C.230.110(B)(2).
  - 3.    If the maximum number of spaces allowed is less than or equal to the minimum number required, then the maximum number is automatically increased to one more than the minimum.
  - 4.    If the maximum number of spaces allowed is less than one, then the maximum number is automatically increased to one.
  - 5.    When the calculation of required or allowed parking results in a decimal fraction, the number of parking spaces required or allowed is rounded up to the next whole number.
- D.    Use of Required Parking Spaces.  
Required parking spaces must be available for the use of residents, customers, or employees of the use. Fees may be charged for the use of required parking



spaces, except for group living and residential household living uses. Required parking spaces may not be assigned in any way to a use on another site, except for joint parking situations. Required parking spaces must be made available to employees; it cannot be restricted only to customers. See SMC 17C.230.110(B)(2). Also, required parking spaces may not be used for the parking of equipment or storage of goods or inoperable vehicles.

E. Proximity of Parking to Use.

1. Required parking spaces for all industrial and commercial zones, except center and corridor zones, must be located on the site of the use or in parking areas whose closest point is within four hundred feet of the site. In center and corridor zones, parking is required to be located within six hundred feet of the use.
2. Required parking spaces for uses in the RA, RSF, RTF, and RMF zones must be located on the site of the use. Required parking for the uses in the RHD zone must be located on the site of the use or in parking areas whose closest point is within four hundred feet of the site.

F. Stacked Parking.

Stacked or valet parking is allowed if an attendant is present to move vehicles. If stacked parking is used for required parking spaces, some form of guarantee must be filed with the City ensuring that an attendant will always be present when the lot is in operation. The requirements for minimum or maximum spaces and all parking area development standards continue to apply for stacked parking.

G. On-Street Parking.

The minimum number of required parking spaces may be reduced by the number of on-street parking spaces immediately adjacent to a site's public right-of-way frontages, located on the same side of the street. The street must be paved, with sidewalks that are ADA accessible. Each complete twenty linear foot section of right-of-way where parallel parking is permitted is considered a parking space. Where parallel, diagonal or other on-street parking is marked on the street or officially designated by other means; the number of complete parking spaces that are adjacent on the same side of the street to the site's frontage are counted. An on-street parking space shall not be counted if it is restricted in its use as a designated loading, taxi or other special use zone or if parking is prohibited for more than five hours any twenty four-hour period. When calculating the number of required bicycle parking spaces per SMC 17C.230.200, the number of vehicle off-street parking spaces that would be required before this reduction is applied is the figure that is used.

H. Curb Cuts.

Curb cuts and access restrictions are regulated by the City engineering services department. Other zoning standards or design guidelines may apply.

Section 2. That SMC section 17C.230.130 is amended to read as follows:

**17C.230.130            Parking Exceptions**

- A. In center and corridor downtown, and FBC CA1, CA2, and CA3 zones any new building or building addition with a floor area less than three thousand square feet shall have no parking requirement.
- B. In the neighborhood retail zone, any existing building, new building, or building addition, having a floor area less than three thousand square feet shall have no parking requirement. In addition, if a building has a floor area of five thousand square feet or less, the parking requirement will be determined after deducting the three thousand square foot exemption from the building's floor area. For example, the parking requirement for a four thousand square foot building would be based on one thousand square feet of floor area – i.e., a four thousand square foot building size minus the three thousand square foot exemption.
- C. The director may approve ratios that are higher than the maximum or lower than the minimum if sufficient factual data is provided to indicate that a different amount is appropriate. The applicant assumes the burden of proof. Approval of parking above the maximum shall be conditioned upon increasing the amount of required landscaping by thirty percent. Approval of parking below the minimum shall be conditioned upon the project contributing towards a pedestrian and transit supportive environment both next to the immediate site and in the surrounding area. When determining if a different amount of parking is appropriate, the director shall consider the proximity of the site to frequent transit service, the intensity of the zoning designation of the site and surrounding sites, and the character of the proposed use.
- D. If property owners and businesses establish a parking management area program with shared parking agreements, the director may reduce or waive parking requirements.
- E. Except in the residential single-family and residential two-family zones, existing legal nonconforming buildings that do not have adequate parking to meet the standards of this section are not required to provide off-street parking when remodeling which increases the amount of required parking occurs within the existing structure.

**F. Attached Housing.**

The following exceptions apply only to attached housing (defined in SMC 17A.020.010) in the RMF and RHD zones. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development.

- 1. On a lot at least partially within one thousand three hundred twenty feet of CC, CA, or DT zone or CC3 zoning overlay, the minimum number of off-

street vehicle parking spaces required is fifty percent less than the minimum required for Residential Household Living in Table 17C.230-2.

2. On a lot farther than one thousand three hundred twenty feet of a CC, CA, or DT zone or CC3 zoning overlay, the minimum number of off-street vehicle parking spaces required is thirty percent less than the minimum required for Residential Household Living in Table 17C.230-2.

<b>TABLE 17C.230-2</b> <b>PARKING SPACES BY USE [1]</b> <b>(Refer to Table 17C.230-1 for Parking Space Standards by Zone)</b> <b>CU = Conditional Use</b>			
<b>RESIDENTIAL CATEGORIES</b>			
<b>USE CATEGORIES</b>	<b>SPECIFIC USES</b>	<b>MINIMUM PARKING</b>	<b>MAXIMUM PARKING</b>
Group Living		1 per 4 residents	None
Residential Household Living		1 per unit plus 1 per bedroom after 3 bedrooms; 1 per Accessory Dwelling Unit (ADU); Single Resident Occupancy (SRO) are exempt	None
<b>COMMERCIAL CATEGORIES</b>			
<b>USE CATEGORIES</b>	<b>SPECIFIC USES</b>	<b>MINIMUM PARKING</b>	<b>MAXIMUM PARKING</b>
Adult Business		1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Commercial Outdoor Recreation		20 per acre of site	30 per acre of site
Commercial Parking		Not applicable	None
Drive-through Facility		Not applicable	None
Major Event Entertainment		1 per 8 seats or per CU review	1 per 5 seats or per CU review
Office	General Office	1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area
	Medical/Dental Office	1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area

Quick Vehicle Servicing		1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Retail Sales and Service	Retail, Personal Service, Repair-oriented	1 per 330 sq. ft. of floor area	1 per 200 sq. ft. of floor area
	Restaurants and Bars	1 per 250 sq. ft. of floor area	1 per 60 sq. ft. of floor area
	Health Clubs, Gyms, Lodges, Meeting Rooms and similar continuous entertainment, such as Arcades and Bowling Alleys	1 per 330 sq. ft. of floor area	1 per 180 sq. ft. of floor area
	Temporary Lodging	1 per rentable room; for associated uses such as Restaurants, see above	1.5 per rentable room; for associated uses such as Restaurants, see above
	Theaters	1 per 4 seats or 1 per 6 feet of bench area	1 per 2.7 seats or 1 per 4 feet of bench area
	Retail sales and services of large items, such as appliances, furniture and equipment	1 per 1,000 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Mini-storage Facilities		Same as Warehouse and Freight Movement	Same as Warehouse and Freight Movement
Vehicle Repair		1 per 750 sq. ft. of floor area	1 per 200 sq. ft. of floor area
<b>INDUSTRIAL CATEGORIES</b>			
<b>USE CATEGORIES</b>	<b>SPECIFIC USES</b>	<b>MINIMUM PARKING</b>	<b>MAXIMUM PARKING</b>
Industrial Services, Railroad Yards, Wholesale Sales		1 per 1,000 sq. ft. of floor area	1 per 200 sq. ft. of floor area

Manufacturing and Production		1 per 1,000 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Warehouse and Freight Movement		1 per 1,000 sq. ft. of floor area for the first 3,000 sq. ft. of floor area and then 1 per 3,500 sq. ft. of floor area thereafter	1 per 200 sq. ft. of floor area
Waste-related		Per CU review	Per CU review
<b>INSTITUTIONAL CATEGORIES</b>			
<b>USE CATEGORIES</b>	<b>SPECIFIC USES</b>	<b>MINIMUM PARKING</b>	<b>MAXIMUM PARKING</b>
Basic Utilities		None	None
Colleges		1 per 600 sq. ft. of floor area exclusive of dormitories, plus 1 per 4 dorm rooms	1 per 200 sq. ft. of floor area exclusive of dormitories, plus 1 per 2.6 dorm room
Community Service		1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Daycare		1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Medical Centers		1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Parks and Open Areas		Per CU review for active areas	Per CU review for active areas
Religious Institutions		1 per 100 sq. ft. of main assembly area or per CU review	1 per 60 sq. ft. of main assembly area
Schools	Grade, Elementary, Junior High	1 per classroom	2.5 per classroom
	High School	7 per classroom	10.5 per classroom
<b>OTHER CATEGORIES</b>			
<b>USE CATEGORIES</b>	<b>SPECIFIC USES</b>	<b>MINIMUM PARKING</b>	<b>MAXIMUM PARKING</b>
Agriculture		None or per CU review	None or per CU review

Aviation and Surface Passenger Terminals		Per CU review	Per CU review
Detention Facilities		Per CU review	Per CU review
Essential Public Facilities		Per CU review	Per CU review
Wireless Communication Facilities		None or per CU review	None or per CU review
Rail Lines and Utility Corridors		None	None
[1] The director may approve different amounts of parking spaces under the exceptions listed in SMC 17C.230.130.			

Section 3. That SMC section 17C.230.140 is amended to read as follows:

#### **17C.230.140 Development Standards**

- A. Purpose  
The parking area layout standards are intended to promote safe circulation within the parking area and provide for convenient entry and exit of vehicles.
- B. Where These Standards Apply  
The standards of this section apply to all vehicle areas whether required or excess parking.
- C. Improvements
  - 1. Paving.  
In order to control dust and mud, all vehicle areas must be surfaced with a minimum all-weather surface. Such surface shall be specified by the city engineer. Alternatives to the specified all-weather surface may be provided, subject to approval by the city engineer. The alternative must provide results equivalent to paving. All surfacing must provide for the following minimum standards of approval:
    - a. Dust is controlled.
    - b. Stormwater is treated to City standards; and
    - c. Rock and other debris is not tracked off-site.

The applicant shall be required to prove that the alternative surfacing provides results equivalent to paving. If, after construction, the City determines that the alternative is not providing the results equivalent to

paving or is not complying with the standards of approval, paving shall be required.

2. Striping.

All parking areas, except for stacked parking, must be striped in conformance with the parking dimension standards of subsection (E) of this section, except parking for single-family residences, duplexes, and accessory dwelling units.

3. Protective Curbs Around Landscaping.

All perimeter and interior landscaped areas must have continuous, cast in place, or extruded protective curbs along the edges. Curbs separating landscaped areas from parking areas may allow stormwater runoff to pass through them. Tire stops, bollards or other protective barriers may be used at the front ends of parking spaces. Curbs may be perforated or have gaps or breaks. Trees must have adequate protection from car doors as well as car bumpers. This provision does not apply to single-family residence, duplexes and accessory dwelling units.

D. Stormwater Management

Stormwater runoff from parking lots is regulated by the engineering services department.

E. Parking Area Layout

1. Access to Parking Spaces.

All parking areas, except stacked parking areas, must be designed so that a vehicle may enter or exit without having to move another vehicle.

2. Parking Space and Aisle Dimensions.

a. Parking spaces and aisles in RA, RSF, RSF-C, RTF, RMF, RHD, FBC CA4, O, OR, NR, NMU, CB, GC, and industrial zones must meet the minimum dimensions contained in Table 17C.230-3.

b. Parking spaces and aisles in Downtown CC, and FBC CA1, CA2, CA3 zones must meet the minimum dimensions contained in Table 17C.230-4.

c. In all zones, on dead end aisles, aisles shall extend five feet beyond the last stall to provide adequate turnaround.

3. Parking for Disabled Persons.

The city building services department regulates the following disabled person parking standards and access standards through the building code and the latest ANSI standards for accessible and usable buildings and facilities:

- a. Dimensions of disabled person parking spaces and access aisles.
  - b. The minimum number of disabled person parking spaces required.
  - c. Location of disabled person parking spaces and circulation routes.
  - d. Curb cuts and ramps including slope, width and location; and
  - e. Signage and pavement markings.
4. A portion of a standard parking space may be landscaped instead of paved, as follows:
- a. The landscaped area may be up to two feet of the front of the space as measured from a line parallel to the direction of the bumper of a vehicle using the space, as shown in Figure 17C.230-3. Any vehicle overhang must be free from interference from sidewalks, landscaping, or other required elements.

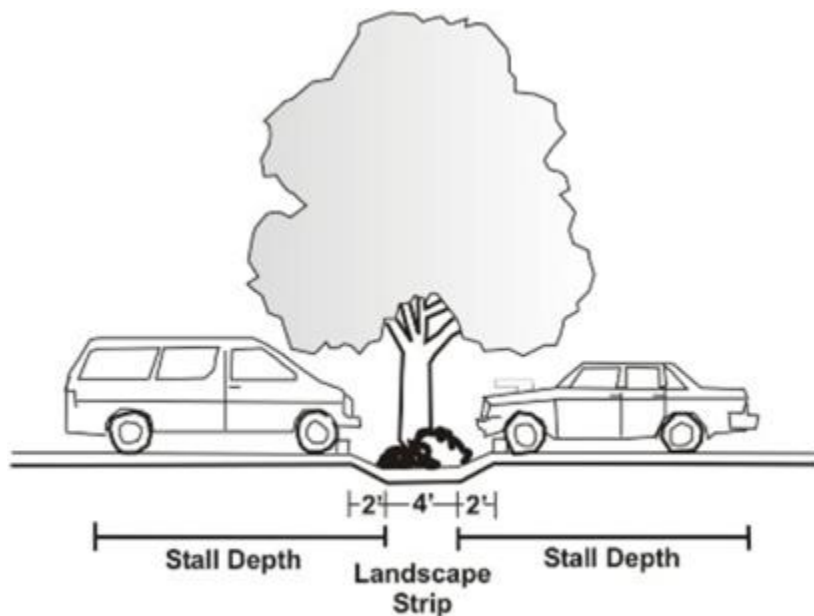


Figure 17C.230-3 Landscaped area at front of parking space

- b. Landscaping must be ground cover plants; and
  - c. The landscaped area counts toward parking lot interior landscaping requirements and toward any overall site landscaping requirements. However, the landscaped area does not count toward perimeter landscaping requirements.
5. Engineering Services Department Review



The engineering services department reviews the layout of parking areas for compliance with the curb cut and access restrictions of chapter 17H.010 SMC.

**Table 17C.230-3**  
**RA, RSF, RSF-C, RTF, RMF, RHD, FBC CA4, O, OR, NMU, CB, GC and Industrial Zones**  
**Minimum Parking Space and Aisle Dimensions [1, 2]**

<b>Angle (A)</b>	<b>Width (B)</b>	<b>Curb Length (C)</b>	<b>1-way Aisle Width (D)</b>	<b>2-way Aisle Width (D)</b>	<b>Stall Depth (E)</b>
0° (Parallel)	8 ft.	20 ft.	12 ft.	22 ft.	8 ft.
30°	8 ft. 6 in.	17 ft.	12 ft.	22 ft.	15 ft.
45°	8 ft. 6 in.	12 ft.	12 ft.	22 ft.	17 ft.
60°	8 ft. 6 in.	9 ft. 9 in.	16 ft.	22 ft.	18 ft.
90°	8 ft. 6 in.	8 ft. 6 in.	22 ft.	22 ft.	18 ft.

Notes:

[1] See Figure 17C.230-4.

[2] Dimensions of parking spaces for the disabled are regulated by the building code.  
 See SMC 17C.230.140(E)(3).

**Table 17C.230-4**  
**Downtown, CC, NR, FBC CA1, CA2, and CA3 Zones**  
**Minimum Parking Space and Aisle Dimensions [1, 2]**

<b>Angle (A)</b>	<b>Width (B)</b>	<b>Curb Length (C)</b>	<b>1-way Aisle Width (D)</b>	<b>2-way Aisle Width (D)</b>	<b>Stall Depth (E)</b>
0° (Parallel)	8 ft.	20 ft.	12 ft.	20 ft.	8 ft.
30°	8 ft. 6 in.	17 ft.	12 ft.	20 ft.	15 ft.
45°	8 ft. 6 in.	12 ft.	12 ft.	20 ft.	17 ft.
60°	8 ft. 6 in.	9 ft. 9 in.	16 ft.	20 ft.	17 ft. 6 in.
90°	8 ft. 6 in.	8 ft. 6 in.	20 ft.	20 ft.	16 ft.

Notes:

[1] See Figure 17C.230-4.

[2] Dimensions of parking spaces for the disabled are regulated by the building code. See SMC 17C.230.140(E)(3).

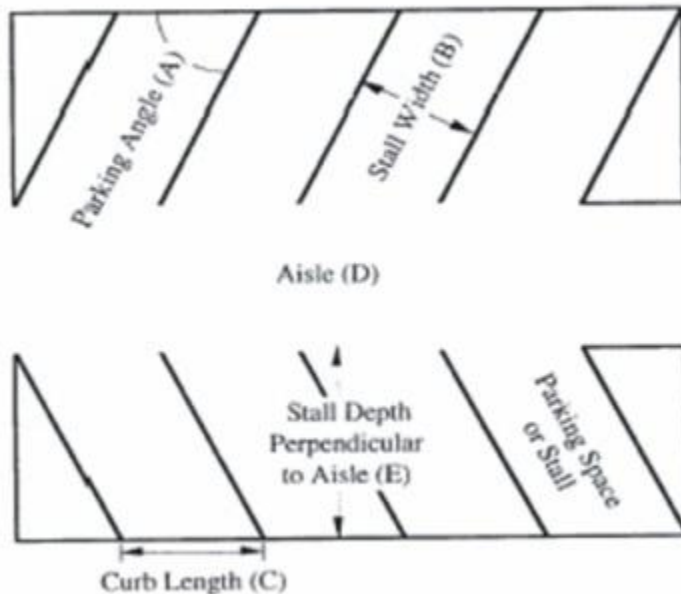
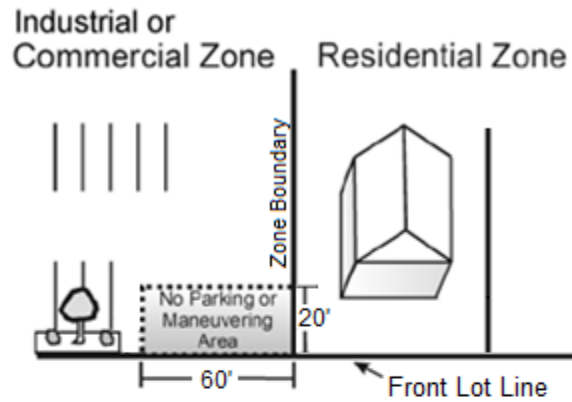


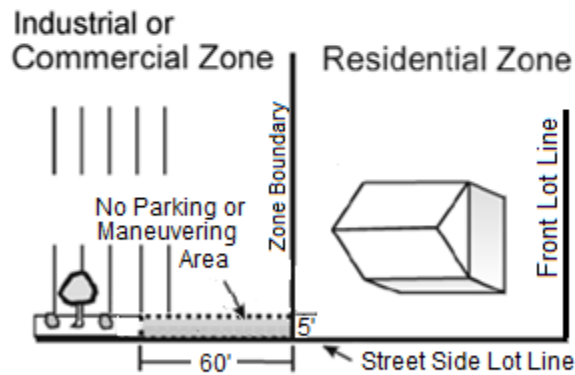
Figure 17C.230-4 Parking Dimension Factors

#### F. Parking Area Setbacks and Landscaping

1. For parking areas on sites abutting residential zoning districts, parking spaces or maneuvering areas for parking spaces, other than driveways that are perpendicular to the street, are ~~((not allowed within the first twenty feet from a street lot line for the first sixty feet from the boundary of))~~ required to be setback a distance equal to the setback specified in SMC 17C.230.145(C)(1) of the adjacent residential zoning district for the first sixty feet from the zoning district boundary (Figure 17C.230-5).



A. Setback adjacent to front lot line.



B. Setback adjacent to street side lot line.

Figure 17C.230-5 Parking Area Setback

[Note: Add the graphic above.]

2. All landscaping must comply with the standards of chapter 17C.200 SMC, Landscaping and Screening.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Attest:

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

\_\_\_\_\_  
Mayor

Approved as to form:

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

\_\_\_\_\_  
Date

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

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

01/07/2019

**Date Rec'd**

12/20/2018

**Clerk's File #**

ORD C35732

**Renews #****Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

PLANNING

**Contact Name/Phone**

NATHAN GWINN 6893

**Contact E-Mail**

NGWINN@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Agenda Item Name**

0650 ORDINANCE 17G.050.065

**Agenda Wording**

An ordinance relating to alternative residential subdivisions, amending Spokane Municipal Code (SMC) sections 17G.080.065.

**Summary (Background)**

Code amendments to apply multifamily design standards of SMC 17C.110.400 through .465 to attached housing in the RMF and RHD zones, and eliminate homeowners' association requirements to correspond with changes to Pocket Residential Development (SMC 17C.110.360) in all locations. On November 28, 2018, the City Plan Commission voted to recommend that the City Council approve the proposal.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

TRAUTMAN, HEATHER

**Division Director**

KINDER, DAWN

**Finance**

HUGHES, MICHELLE

**Legal**

RICHTMAN, JAMES

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session**

12/13/2018

**Other**

10/08/2018

**Distribution List**

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**Additional Approvals****Purchasing****CITY COUNCIL**

MCDANIEL, ADAM

ngwinn@spokanecity.org

## ORDINANCE NO. C35732

An ordinance relating to alternative residential subdivisions, amending Spokane Municipal Code (SMC) section 17G.080.065.

WHEREAS, it is a planning goal of the Washington State Growth Management Act under RCW 36.70A.020(1) to “Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner;” and

WHEREAS, in compliance with Chapter 36.70A RCW, the City of Spokane adopted a Comprehensive Plan on May 21, 2001; and

WHEREAS, the City of Spokane is required under RCW 36.70A.040(4)(d) to implement the goals and policies of the City’s Comprehensive Plan by adoption of implementing development standards; and

WHEREAS, the Washington Administrative Code 365-196-300(3)(b)(i) states “Development regulations must allow development at the densities assumed in the comprehensive plan;” and

WHEREAS, the City of Spokane’s Comprehensive Plan encourages the efficient use of land in proximity to Centers and Corridors designated on the Land Use Plan Map (Goal LU 3), provides minimum and maximum residential densities (Land Use Chapter, Section 3.4), and provides opportunities for a variety of housing types that are safe and affordable for all income levels (Goal H1); and

WHEREAS, the City of Spokane Comprehensive Plan, Land Use Chapter, Policy LU 7.1, Regulatory Structure, states: “*Develop a land use regulatory structure that utilizes a variety of mechanisms to promote development that provides a public benefit;*” and

WHEREAS, the City of Spokane Comprehensive Plan, Economic Development Chapter, Goal ED 7.6, Development Standards and Permitting Process, states: “*Periodically evaluate and improve the City of Spokane’s development standards and permitting process to ensure that they are equitable, cost-effective, timely, and meet community needs and goals;*” and

WHEREAS, according to the Washington Commerce Department’s 2015 Housing Needs Assessment (“Assessment”), more than 24,000 of homeowner households at every income level assessed in the Spokane Urbanized Area paid more than 30 percent of their income on housing, a status defined as “cost-burdened;” and

WHEREAS, more than 28,000 renter households were also cost-burdened, according to the Assessment; and

WHEREAS, together these households represented a third of the total number of households; meanwhile, only 43 percent of households earning less than \$31,500 (50% of median family income) had access to affordable and available housing, according to the Assessment; and

WHEREAS, according to American Community Survey 1-year estimates, rental vacancies in 2017 in Spokane County and the city of Spokane were at 2.4 percent, the lowest level for at least thirteen years; and

WHEREAS, in 2016, a Plan Commission subcommittee (“committee”) was formed to identify local issues and develop strategies to overcome obstacles to infill development that would enable and promote high-quality development on vacant land; and

WHEREAS, during a public engagement process that solicited community input, the committee learned of interest in construction of attached housing, such as townhouses, and identified potential barriers that are making it difficult or impossible to achieve the densities and housing options envisioned in the Comprehensive Plan; and

WHEREAS, the committee prepared a series of recommendations that included proposed regulatory changes, including amendments to update development standards to support attached housing and more efficient use of land; and

WHEREAS, the Spokane City Council adopted Resolution 2016-94 on November 21, 2016, recognizing the committee’s summary report and recommendation as a guide for future program development and potential regulatory implementation measures; and

WHEREAS, it is necessary to create opportunities to compatibly increase the affordable housing supply and respond to demands of citizens of every income level experiencing a shortage of housing, as indicated by comments received and the historic low vacancy rates; and

WHEREAS, related to public health, safety, welfare, and protection of the environment, this ordinance is intended to make more efficient use of available lands, and encourage development in closer proximity to services, effectively reducing sprawl; and

WHEREAS, the changes are aligned with the committee recommendations to remove identified barriers that make it difficult or impossible to achieve the densities and housing options envisioned in the Comprehensive Plan; and

WHEREAS, the City complied with RCW 36.70A.370 in the process of adopting this Ordinance; and

WHEREAS, the City conducted open house meetings on May 3 and May 9, 2018; and

WHEREAS, the City encouraged public participation and provided information on the amendments on its website (<http://my.spokanecity.org/projects>); and

WHEREAS, the City of Spokane Plan Commission held workshops throughout the process; and

WHEREAS, a State Environmental Policy Act ("SEPA") Checklist was prepared and a Determination of Non-Significance ("DNS") was issued on June 27, 2018, for the proposed amendments; and

WHEREAS, public notice was published in the Spokesman Review on June 27, and July 4, 2018, giving notice of the Plan Commission public hearing and SEPA Checklist and DNS; and

WHEREAS, on July 11, 2018, the City Plan Commission held a public hearing on the proposed amendments, where the Plan Commission heard testimony from the public; and

WHEREAS, during the hearing, the Plan Commission entertained a number of proposals to amend the draft regulations; and

WHEREAS, the Plan Commission voted to consider several of the amendments and asked staff to conduct research regarding the proposed amendments and their impacts; and

WHEREAS, the Plan Commission continued the hearing to November 14, 2018, for the purposes of allowing additional public comment and testimony on the proposed amendments; and

WHEREAS, a revised SEPA Checklist was prepared and a revised DNS was issued on October 31, 2018, for the proposed amendments; and

WHEREAS, public notice was published in the Spokesman Review on October 31, and November 7, 2018, giving notice of the Plan Commission public hearing and of the revised SEPA Checklist and DNS; and

WHEREAS, on November 14, 2018, the Plan Commission held a public hearing on the recommended amendments and continued its deliberations until November 28, 2018; and

WHEREAS, on November 28, 2018, the Plan Commission recommended, by a vote of 8-0, approval of the amendments in this Ordinance and in two separate ordinances related to text amendments in chapter 17C.110 SMC, Residential Zones; and in chapter 17C.230 SMC, Parking and Loading; and



WHEREAS, the City Council adopts the findings and conclusions of the Plan Commission and further incorporates the Planning Department's entire file into the record in support of the Council's adoption of this Ordinance; and

WHEREAS, the public has had opportunities to participate throughout the process and all persons desiring to comment were given an opportunity to be heard;

-- Now, Therefore

The City of Spokane does ordain:

Section 1. That SMC section 17G.080.065 is amended to read as follows:

**17G.080.065            Alternative Residential Subdivisions**

A.     Purpose.

The purpose of these provisions is to allow for the creation of lots for alternative residential development as described in SMC 17C.110.300, including attached housing, cottage housing, and similar developments with multiple dwelling units on a parent site, while applying only those site development standards applicable to the parent site as a whole, rather than to individual lots resulting from the subdivision.

B.     Applicability.

The types of ~~((existing))~~ development that may use the alternative residential subdivision are:

1.     Cottage housing projects approved under SMC 17C.110.350;
2.     Housing developed under SMC 17C.110.360 Pocket Residential Development; or
3.     A similar existing development that consists of multiple dwelling units on a single parcel or site, provided that such existing structures shall comply with applicable building and fire code.

C.     Application Procedure.

Alternative residential subdivisions of nine or fewer lots shall be processed as short plats and all others shall be processed as subdivisions according to the associated permit types in SMC chapter 17G.060.

D.     General Regulations.

1.     An alternative residential subdivision shall meet development standards applicable to the underlying site development plan approval, if any, the basic development standards and design standards of SMC 17C.110.350

Cottage Housing, ~~((or))~~ SMC 17C.110.360 Pocket Residential Development, or design standards of SMC 17C.110.400 through 17C.110.465 for attached housing in RMF and RHD zones, and the provisions of this section. As a result of the alternative residential subdivision, development on individual lots may be nonconforming as to some or all of the development standards based on analysis of the individual lot. So long as the parent site meets the criteria of the underlying site development plan or the dwelling units are already in existence, each lot will be deemed to be in conformance. If existing dwelling units do not comply with development standards (i.e.: minimum building setbacks, maximum density, etc.), a lot may be created for each existing dwelling unit. Subsequent platting actions, additions or modifications to the structure(s) may not create or increase any nonconformity of the parent site;

2. Alternative residential subdivisions shall be subject to all applicable requirements of Title 17 SMC, except as otherwise modified by this section;
3. Each lot's area and width for purposes of subdivision may be as small as the footprint of the individual dwelling unit;
4. Portions of the parent site not subdivided for individual lots shall be owned in common by the owners of the individual lots, or by a homeowners association comprised of the owners of the individual lots located within the parent site.~~((A homeowners' association is required to be created for the maintenance of any shared required outdoor area or other open space, shared parking areas, and other common use areas, buildings, and utilities within the development.))~~ This requirement shall be included in deed restrictions as required in paragraph 7;
5. Maximum building coverage of the aggregate buildings located upon the parent site shall not exceed the maximum building coverage permitted by the underlying zone;
6. Except for existing nonconforming development, building setbacks shall be as required for the zone as applied to the underlying parent site as a whole. There shall be no setback required from individual lot lines which are interior to the perimeter of the parent site; provided, however, that any structure located upon a lot created hereunder shall comply with the setbacks applicable to the underlying site development plan;
7. Access easements, joint use and maintenance agreements, and covenants, conditions and restrictions identifying the rights and responsibilities of property owners and/or the homeowners association shall be executed for use and maintenance of common garage, parking and vehicle access areas; on-site recreation; landscaping; utilities; common open space;

exterior building facades and roofs; and other similar features, and shall be recorded with the county auditor's office. Separation requirements for utilities must be met. Each alternative residential subdivision shall make adequate provisions for ingress, egress and utilities access to and from each lot created by reserving such common areas or other easements over and across the parent site as deemed necessary to comply with all other design and development standards generally applicable to the underlying site development plan ((;)) .

8. Notes shall be placed on the plat recorded with the county auditor's office to acknowledge the following:

- a. Approval of the design and layout of the development was granted by the review of the development, as a whole, on the parent site by the site development plan approval (stating the subject project file number if applicable);
- b. Subsequent platting actions, additions or modifications to the structure(s) may not create or increase any nonconformity of the parent site as a whole, and shall conform to the approved site development plan;
- c. If a structure or portion of a structure has been damaged or destroyed, any repair, reconstruction or replacement of the structure(s) shall conform to the approved site development plan;
- d. Additional development of the individual lots may be limited as a result of the application of development standards to the parent site.

E. Conflicts.

Any conflicts between the provisions of this section and the text of other sections in the Unified Development Code shall be resolved in favor of the text of this section.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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